CV 12

4167

United States District Court EASTERN DISTRICT OF NEW YORK

JANINA DAVIS & SUBHANA RAHIM Plaintiffs,

-against-

MORAD YEROUSHALMI, MOUSSA YEROUSHALMI a/k/a Moishe Yeroushalmi, FARZANEH YEROUSHALMI, ASWAD AYINDE a/k/a ARUNE DESTULA a/k/a ERIC McGILL, JAMES GUY, JOHN DOES 1-5. JANE DOE, ALTRIA DEVELOPMENT, LLC, M&M DEVELOPER, LLC, MBM DEVELOPMENT, LLC, & MBM ENTERTAINMENT, LLC, PSY TRADING, INC., Defendants.

Index No.:

- COMPLAINT -

COME NOW PLAINTIFFS JANINA DAVIS and SUBHANA RAHIM, by their attorney André Ramón Soleil, Esq., to complain of the Defendants and state as follows:

- PARTIES, JURISDICTION AND VENUE -

- 1. This Court has jurisdiction over this action under 28 U.S.C. §1331, FEDERAL QUESTION. The matters in controversy arise under 18 U.S.C. §1961, et seq., RACKETEERING INFLUENCED & CORRUPT ORGANIZATIONS and the court has SUPPLEMENTAL JURISDICTION pursuant to 28 U.S.C. §1367 over the related state law matters.
- 2. VENUE properly lies in this Eastern District of New York ("EDNY") pursuant to 28 U.S.C. §1391(b)(1-2), because all Defendants reside in EDNY's jurisdiction, a "substantial part of the events ... giving rise to the claim occurred ..." in EDNY, and "a substantial part of property that is the subject of the action is situated" in EDNY.

- 3. Plaintiff Janina Davis (hereinafter "DAVIS") is over the age of 18, is a citizen of the United States of America and the State of New York, and resides at 139 Clinton Avenue, Apt. 1, Brooklyn, NY 11205.
- Plaintiff Subhana Rahim (hereinafter "Rahim") is over the age of 18, is a citizen of the United States of America and the State of New York, and resides at 395 Madison Street, Brooklyn, NY 11221.
- 5. Defendant MORAD YEROUSHALMI (hereinafter "MORAD") is over the age of 18, is a citizen of the United States of America and the State of New York, and resides at 12 Orange Dr., Jericho, NY 11753-1518.
- 6. Defendant MOUSSA YEROUSHALMI a/k/a MOISHE YEROUSHALMI (hereinafter "MOUSSA") is over the age of 18, is a citizen of the United States of America and the State of New York, and resides at 44 Maple Dr., Great Neck, NY 11021-1240.
- 7. Defendant FARZANEH YEROUSHALMI (hereinafter "FARZANEH") is over the age of 18, is a citizen of the United States of America and the State of New York, and resides at 44 Maple Dr., Great Neck, NY 11021-1240.
- 8. Defendant ASWAD AYINDE a/k/a ARUNE DESTULA a/k/a ERIC McGill a/k/a BAKU (hereinafter "BAKU") is over the age of 18, is a citizen of the United States of America and the State of New York, and is an inmate of South Woods State Prison, 215 Burlington Rd., Bridgeton, NJ 08302.
- 9. Defendant JAMES GUY (hereinafter "GUY") is over the age of 18, is a citizen of the United States of America and the State of New York, and has business offices at 49 Spice Mill Blvd., Clifton Park, NY 12065.

- 10. Defendants JOHN DOE 1-5 are each apparently over the age of 18. Their citizenships

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 are unknown.
 - 11. Defendant JANE DOE is apparently over the age of 18. Her citizenship is unknown.
 - 12. Defendant ALTRIA DEVELOPMENT, LLC (hereinafter "ALTRIA") is a foreign authorized limited liability company whose primary place of business is 683 Middle Neck Rd., Great Neck, NY 11024.
 - 13. Defendant M&M DEVELOPER, LLC (hereinafter "M&M") is a foreign unauthorized limited liability company whose primary place of business is 683 Middle Neck Rd., Great Neck, NY 11024.
 - 14. Defendant MBM DEVELOPMENT, LLC (hereinafter "MBM-D") is a foreign authorized limited liability company whose primary place of business is 683 Middle Neck Rd., Great Neck, NY 11024.
 - 15. Defendant MBM ENTERTAINMENT, LLC (hereinafter "MBM-E") is a foreign authorized limited liability company whose primary place of business is 683 Middle Neck Rd., Great Neck, NY 11024.
 - 16. Defendant P S Y TRADING, INC. (hereinafter "PSY") is a foreign authorized limited liability company whose primary place of business is 683 Middle Neck Rd., Great Neck, NY 11024.

- FACTS COMMON TO ALL CLAIMS -

- 17. DAVIS and BAKU were romantically involved from May 2002 until June 2006.
- 18. DAVIS and BAKU are parents of Altria Ayinde who was born October 21, 2003.
- 19. On information and belief, MOUSSA is married to FARZANEH
- 20. On information and belief, MORAD is the full brother of MOUSSA.

- 21. On information and belief, ALTRIA's members, while it operated and existed, were DAVIS, MOUSSA and MORAD.
- 22. On information and belief, M&M's members were and are MORAD and MOUSSA.
- On information and belief, MBM-D's members were and are DAVIS and M&M. 23.
- On information and belief, MBM-E's members are MORAD and FARZANEH. 24.
- 25. On information and belief, PSY was wholly owned by BAKU.
- On information and belief, the Defendants conspired against DAVIS and took more 26. than \$4,800,000.00 of real property from DAVIS without adequate consideration, paying DAVIS a mere \$150,000.00 total consideration, by conversion and in a manner contrary to the CIVIL RICO STATUTE.

- 148 West 127th Street, Harlem, NY-

- Prior to April 2005, DAVIS was fee simple absolute owner, without significant 27. mortgage or encumbrance, of 148 West 127th Street, New York, NY (New York County, Block 1911, Lot 54) (hereinafter "W127").
- 28. At or about April 2005, W127 had an estimated value of \$1,500,000.00.
- In or about April 2005, MOUSSA and M&M entered into a joint venture with DAVIS 29. to form MBM-D and to develop W127 through MBM-D (together with the development of GATES (defined below) the "Joint Development"). The parties agreed that M&M pay the cost of rehabilitation, that DAVIS would transfer W127 in title to MBM-D, that DAVIS would be an equal (50%) partner with M&M in MBM-D, that DAVIS would receive an equal share (50%) of the net profits of MBM-D, and that M&M would pay \$150,000.00 to DAVIS in consideration of her initial risk. EXHIBIT A – MBM-D Agreement, dated April 19, 2005.

- There was never any contract of sale regarding DAVIS's transfer of W127 to MBM-30. D.
- Davis never received \$150,000.00; and, in any case, \$150,000.00 was not adequate 31. consideration for the alleged transfer of W127 in 2005.
- DAVIS did not intend or agree to divest herself of interest in W127. 32.
- 33. In and between April and May 2005, DAVIS formed MBM-D with M&M. DAVIS understood and agreed that membership in MBM-D was exclusive to M&M and herself.
- On May 6, 2005, DAVIS allegedly executed a deed for W127 from DAVIS to MEM-34. D. The New York City Register recorded this deed on October 13, 2005. DAVIS has no recollection of signing this deed. **EXHIBIT B** – Deed (W127) DAVIS to MBM-D, Filed 10-13-05.
- Unbeknownst to DAVIS, on or about May 9, 2006, MBM-D, an entity in which she 35. believed herself to be a partner, transferred title of W127 to MBM-E, an entity in which she had no interest. Upon this deed, MORAD and FARZANEH, both alleging to be members of MBM-D, executed the transfer deed dated May 9, 2006 to MBM-E. On information and belief, FARZANEH was neither a member of MBM-D, nor an officer of M&M. The New York City Register recorded this deed on May 22, 2006. **EXHIBIT C** – Deed (W127) MBM-D to MBM-E, Filed 5-22-06.
- 36. Unbeknownst to DAVIS, on or about October 23, 2006, MBM-E transferred title of W127 to MBM-E and BAKU. The purported effect of this transfer was to create a 66 2/3% interest in MBM-E and a 33 1/3% interest in BAKU as tenants-in-common of W127. MOUSSA executed this deed as member of MBM-E. The New York City

- Register recorded this deed on November 13, 2006. **EXHIBIT D** Deed (W127) MBM-E to MBM-E (66 2/3%) and BAKU (33/1/3%), Filed 11-13-06.
- 37. Unbeknownst to DAVIS, on or about October 23, 2006, BAKU transferred his alleged 33 1/3% interest in title of W127 to PSY. The purported effect of this transfer was to create a 66 2/3% interest in MBM-E and a 33 1/3% interest in PSY as tenants-incommon of W127. The New York City Register recorded this deed on November 13, 2006. **EXHIBIT E** – Deed (W127) BAKU (33 1/3%) to PSY (33 1/3%), Filed 11-13-06.
- 38. Unbeknownst to DAVIS, on or about March 5, 2007, MORAD and FARZANEH transferred their purported interest in title of W127 to PSY and MBM-E. The purported effect of this transfer was to create a 66 2/3% interest in MBM-E and a 33 1/3% interest in PSY as tenants-in-common of W127. The New York City Register recorded this deed on March 21, 2007. **EXHIBIT F** – Deed (W127) MORAD and FARZANEH to MBM-E and PSY, Filed 3-21-07.
- Unbeknownst to DAVIS, on or about March 5, 2007, PSY and MBM-E transferred 39. their purported interest in title of W127 to MORAD and FARZANEH. The purported effect of this transfer was to create a 50% interest in MORAD and a 50% interest in FARZANEH as tenants-in-common of W127. The New York City Register recorded this deed on March 21, 2007. EXHIBIT G – Deed (W127) MBM-E and PSY to MORAD and FARZANEH, Filed 3-21-07.
- DAVIS was never given any money from any Defendant in consideration for her 40. alleged transfer of W127. DAVIS did not intend or agree to divest herself of her interest in W127.

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- 187 Gates Avenue, Clinton Hill, NY -

- 41. On or about October 29, 2003, DAVIS received title, fee simple absolute, of 187 Gates Avenue, Brooklyn, NY (Kings County, Block 1972, Lot 38) (hereinafter "GATES") from RAHIM and BAKU. The New York City Register recorded this deed on March 9, 2004. EXHIBIT H - Deed (GATES) RAHIM and BAKU to DAVIS, Filed 3-9-04.
- 42. On October 6, 2004, RAHIM commenced Rahim v. Destula, Index No.: 31765/2004. Supreme Court Kings County (the "Rahim Supreme Court matter"). This complaint and lis pendens were served on BAKU and DAVIS on or about November 15, 2004.
- 43. GATES was the other property, as DAVIS's consideration and as a property to be developed into condominiums, in the Joint Development. See EXHIBIT A.
- 44. There was never any contract of sale regarding DAVIS's alleged transfer of GATES to MBM-D.
- 45. DAVIS never received \$150,000.00; and, in any case, \$150,000.00 was not adequate consideration for the combined transfer of W127 and GATES in 2005.
- 46. DAVIS did not intend or agree to divest herself of interest in GATES.
- 47. On December 13, 2004, DAVIS was stayed and enjoined from executing any transfer of GATES by court order in the Rahim Supreme Court matter. As such, this deed and transfer are void ab initio. **EXHIBIT I** – Order of Judge Kramer, Dated December 13, 2004.
- 48. On May 6, 2005, DAVIS allegedly executed a deed for GATES from DAVIS to MBM-D. The New York City Register recorded this deed on October 5, 2005.

- DAVIS has no recollection of signing this deed. **EXHIBIT J** Deed (GATES) DAVIS to MBM-D, Filed 10-05-05.
- 49. Unbeknownst to DAVIS, on or about November 15, 2006, MBM-D, an entity in which she believed herself to be a partner, transferred title of GATES to MORAD and FARZANEH. FARZANEH executed this deed alleging to be a member of MBM-D. On information and belief, FARZANEH was neither a member of MBM-D, nor an officer of M&M. The New York City Register recorded this deed on November 28, 2006. EXHIBIT K - Deed (GATES) MBM-D to MORAD and FARZANEH, Filed 11-28-06.
- 50. Unbeknownst to DAVIS, on November 15, 2006, MORAD and FARZANEH also executed a deed for GATES from MORAD and FARZANEH back to MBM-D. The New York City Register recorded this deed on January 4, 2006. **EXHIBIT L** – Deed (GATES) MORAD and FARZANEH to MBM-D, Filed 1-04-06.
- 51. DAVIS was never given any money from any Defendant in consideration for her alleged transfer of GATES. DAVIS did not intend or agree to divest herself of her interest in GATES.

- 139 Clinton Avenue, Clinton Hill, NY -

- 52. Prior to August 2005, DAVIS was fee simple absolute owner of 139 Clinton Avenue, Brooklyn, NY (Kings County, Block 1888, Lot 11) (hereinafter "CLINTON").
- 53. At or about August 15, 2005, CLINTON had an estimated value of \$2,200,000.00.
- In or about August 2005, DAVIS, MOUSSA and MORAD entered into a joint venture 54. to form ALTRIA and to develop CLINTON through ALTRIA by dividing the lot (the front from the rear) and developing condominium units on the new rear lot at

- CLINTON. The parties agreed that MOSUSSA and MORAD would pay the costs of development, that DAVIS would transfer CLINTON in title to ALTRIA, that DAVIS would be an equal partner (50%) with MORAD and MOUSSA (50%) in ALTRIA, that DAVIS would receive an equal share (50%) of the net profits of ALTRIA with MORAD and MOUSSA, and that MORAD and MOUSSA would pay DAVIS \$200,000.00 in consideration of her initial risk. **EXHIBIT M** ALTRIA Agreement, Dated April 19, 2005.
- 55. There was never any contract of sale regarding DAVIS's transfer of CLINTON to ALTRIA.
- 56. DAVIS never received full consideration; and, in any case, \$200,000.00 was not adequate consideration for the transfer of CLINTON in 2005.
- 57. DAVIS did not intend or agree to divest herself of interest in CLINTON.
- 58. In April 2005, DAVIS formed ALTRIA with MORAD and MOUSSA exclusively.
- 59. On August 15, 2005, DAVIS executed a deed for CLINTON from DAVIS to ALTRIA. The New York City Register recorded this deed on September 1, 2005.
 EXHIBIT N – Deed (CLINTON) DAVIS to ALTRIA, Filed 9-1-05.
- 60. Unbeknownst to DAVIS, on or about May 10, 2006, ALTRIA, an entity in which she believed herself to be a member, transferred title of CLINTON to MORAD and FARZANEH. MORAD executed this transfer deed as member of ALTRIA. The New York City Register recorded this deed on May 23, 2006. EXHIBIT O Deed (CLINTON) ALTRIA to MORAD and FARZANEH, Filed 5-23-06.
- 61. DAVIS continues in possession of apartment 1 at CLINTON.

- 62. DAVIS received a total of \$150,000.00 from Defendants in consideration for her transfer of CLINTON.
- 63. \$150,000.00 was neither the contemplated or agreed consideration, nor is it adequate consideration, for DAVIS's full divestiture of interest in CLINTON.

- FIRST CAUSE OF ACTION: CIVIL RICO -

- 64. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 61 of this Complaint.
- 65. Defendants knowingly, acted in concert, conspiring to convert \$3,412,500.00 in equity from, and title of, DAVIS's W127, GATES, and CLINTON properties to themselves.
- Defendants' First Predicate Act: Robbery and/or Larceny by Extortion on May 6, 2005 -
- 66. In or about March 2003, BAKU began a program of physical and emotional abuse against DAVIS. On this date, he first attacked DAVIS slapping her several times across her face, and causing her to swell and bruise.
- 67. On October 29, 2003, RAHIM and BAKU transferred GATES to DAVIS.
- 68. Between March 2003 and June 2006, BAKU routinely forced DAVIS into submission by strangling her and pinning her against the various walls of CLINTON.
- 69. On March 9, 2004, DAVIS filed the deed transferring GATES from RAHIM to DAVIS.
- In or about April 2004, while DAVIS was with BAKU at GATES, he shoved DAVIS 70. against the wall and choked her. DAVIS had their infant daughter in her hands. BAKU caused their daughter to fall in this battle. BAKU then followed DAVIS into the bathroom and punched her in the face, knocking her out, and causing her to fall into and break a standing mirror. On information and belief, BAKU continued to

- pummel DAVIS severely, causing her to have a swollen bruised eye the left eye being so swollen that it was shut.
- 71. On November 24, 2004, BAKU was found guilty of several assaults against RAHIM in the matter Rahim v. Destula, O-31968-04 (NY Fam.Ct., Kings County), and was subject to an Order of Protection until November 24, 2006.
- 72. On January 1, 2005, in the Rahim Supreme Court matter, BAKU was found liable to RAHIM for several acts of battery, intentional and negligent infliction of emotional distress from April 2002 and August 2003, and for converting RAHIM's then equity by his forced mortgaging of GATES, and its transfer to DAVIS. Neither RAHIM nor DAVIS wanted GATES transferred from RAHIM to DAVIS.
- 73. In the Rahim Supreme Court matter, RAHIM took reserved damages for later inquest at trial. There has never been a trial or inquest for damages.
- By March 2005, DAVIS's credit standing and equity in her properties were exhausted. 74. BAKU sought partners in his desire for continued free money against Plaintiff's interests.
- 75. On or about April 22, 2005, Defendants MORAD, MOUSSA and FARZANEH, and the business entities in their control, M&M, MBM-D, MBM-E, ALTRIA and PSY. made their first in a series of payments to BAKU for his "services" in controlling DAVIS and RAHIM. Defendants' payment records reflect that BAKU received \$420,601.00 for his participation as "enforcer" of the criminal enterprise through which BAKU delivered to his co-defendants the spoils of his plunder – DAVIS' properties.

- 76. In or about July 2005, while in a hotel room in the Dominican Republic, BAKU punched and slapped DAVIS several times causing her bruises and lacerations, and insisted that she transfer CLINTON to defendants.
- 77. Therefore, BAKU and defendants engaged in larceny through extortion (N.Y. PEN. CODE § 155.05(2)(e)(i) & 155.42) and robbery (N.Y. PEN. CODE § 160.15 or 160.10) in an organized manner contrary to 18 USC § 1961(1)(A).
 - Defendants' Second Predicate Act: Bank Fraud on May 12, 2006 -
- 78. Unbeknownst to the DAVIS, on or about May 12, 2006, MORAD and FARZANEH borrowed \$1,300,000.00 from Metropolitan National Bank Company, LLC against the title to CLINTON.
- 79. Upon information and belief, MORAD and FARZANEH stated upon the executed May 12, 2006 mortgage instrument that they "lawfully own the Property [, . . .] have a right to mortgage, grant and convey the Property to the Lender . . . and [, . . . that] there are no outstanding claims or charges against the Property, except for those which are of public record."
- 80. On May 12, 2006, MORAD and FARZANEH knew or should have known that MORAD executed the deed of May 10, 2006 from ALTRIA to MORAD and FARZANEH without DAVIS's knowledge or consent.
- 81. On May 12, 2006, MORAD and FARZANEH knew or should have known that DAVIS would assert her claim upon CLINTON, when neither they, nor any Defendant company that they controlled, ever gave DAVIS full or adequate consideration for CLINTON, and when they fraudulently conveyed CLINTON from their various Defendant companies that they controlled to themselves.

- 82. Therefore, MORAD, MOUSSA, FARZENAH and defendants engaged bank fraud (18 U.S.C. § 1344 in an organized manner contrary to 18 USC § 1961(1)(B).
 - Defendants' Third Predicate Act: Bank Fraud on November 15, 2006 -
- 83. Unbeknownst to the DAVIS, on or about November 15, 2006, MORAD and FARZANEH borrowed \$1,137,500.00 from Metropolitan National Bank Company, LLC against the title to GATES.
- 84. Upon information and belief, MORAD and FARZANEH stated upon the executed November 15, 2006 mortgage instrument that they "lawfully own the Property [, . . .] have a right to mortgage, grant and convey the Property to the Lender . . . and [, . . . that] there are no outstanding claims or charges against the Property, except for those which are of public record."
- 85. On November 15, 2006, FARZANEH executed the deed of that same date from MBM-D to MORAD and FARZANEH without DAVIS's knowledge or consent.
- 86. On information and belief, MORAD was fully aware of his wife's conversion of GATES from MBM-D to their mutual personal title.
- 87. On November 15, 2006, MORAD and FARZANEH knew or should have known that DAVIS would assert her claim upon GATES, when neither they, nor any Defendant company that they controlled, ever gave DAVIS full or adequate consideration for GATES, and when they fraudulently conveyed GATES from their various Defendant companies that they controlled to themselves.
- 88. Therefore, MORAD, MOUSSA, FARZENAH and defendants engaged bank fraud (18 U.S.C. § 1344 in an organized manner contrary to 18 USC § 1961(1)(B).

- Defendants' Fourth Predicate Act: Bank Fraud on March 5, 2007 -

- 89. Unbeknownst to the DAVIS, on or about March 5, 2007, MORAD and FARZANEH borrowed \$975,000.00 from Metropolitan National Bank Company, LLC against the title to W127.
- 90. Upon information and belief, MORAD and FARZANEH stated upon the executed March 5, 2007 mortgage instrument that they "lawfully own the Property [, . . .] have a right to mortgage, grant and convey the Property to the Lender . . . and [, . . . that] there are no outstanding claims or charges against the Property, except for those which are of public record."
- 91. On March 5, 2007, MORAD and FARZANEH knew they jointly executed the deed of May 9, 2006 from MBM-D to MBM-E, without DAVIS's knowledge or consent, and thereby unlawfully took all interests in W127 from DAVIS.
- 92. On March 5, 2007, MORAD and FARZANEH knew or should have known that DAVIS would assert her claim upon W127, when neither they, nor any Defendant company that they controlled, ever gave DAVIS full or adequate consideration for W127, and when they fraudulently conveyed W127 from their various Defendant companies that they controlled.
- 93. Therefore, MORAD, MOUSSA, FARZENAH and defendants engaged bank fraud (18 U.S.C. § 1344 in an organized manner contrary to 18 USC § 1961(1)(B).
 - Defendants' Fifth Predicate Act: Identification Fraud on July 30, 2012 -
- 94. On information and belief, on or about July 30, 2012, at or about 4:30pm, Defendants MORAD, MOUSSA, GUY, JOHN DOE 1-5 and JANE DOE called a locksmith, "Frank," to CLINTON. There, GUY, MOUSSA and MORAD presented JOHN DOE

- 5 to Frank and explained that he was the "Federal Marshal" with authority to eject "squatters." JOHN DOE 5 presented Frank with what appeared to be federal identification devices a badge, picture identification and a warrant, that identified JOHN DOE 5 as a Federal Marshal. Then JOHN DOE 5 informed Frank that JOHN DOE 1-4 and JANE DOE were his deputies.
- 95. Defendants knew that JOHN DOE 5 was not a federal marshal, that JOHN DOE 1-4 and JANE DOE were not his deputies, and that his identification devices and warrants were forgeries.
- 96. On information and belief, at or about 5:00pm, Defendants MORAD, MOUSSA, GUY, JOHN DOE 1-5 and JANE DOE caused Frank to forcibly remove the front door lock of 139 Clinton Avenue, Brooklyn. Accompanied by JOHN DOE 1-3 and a German Shepherd attack dog, Frank removed the locks to apartment 1, the residence of DAVIS, and apartment 3, the residence of DAVIS' licensees (RAHIM's family).
- 97. At or about 5:30pm, DAVIS and RAHIM arrived at 139 Clinton Avenue, Brooklyn.

 When the Plaintiffs arrived, the NYPD was already there. DAVIS and RAHIM

 explained to the police that this was an illegal eviction. The police questioned GUY,

 MORAD and MOUSSA. The police then questioned the alleged marshals.
- 98. Plaintiffs heard the "marshals" explained that they were tenants of apartments 1 and 3 and that they had the right to change the locks. The police refused to intervene at first and told the parties to take their contentions to landlord-tenant court.
- 99. After companions of DAVIS arrived and explained audibly to DAVIS that they would go get rat poison to poison the dog that the Defendants left roaming the hallways of CLINTON, JANE DOE yelled and demanded that GUY, MOUSSA and MORAD

- immediately return her dog. She stated that she would not leave her dog in the building to be killed, and that she would "tell the truth and turn you all in to the police."
- 100. RAHIM demonstrated to the police that DAVIS was the true possessor of apartment 1, and that DAVIS had claims being litigated as to title to CLINTON. RAHIM showed the police the *lis pendence* of CLINTON with the parties' various names upon it.

 Defendants did not show the police any federal badge, officer's identification or warrant, and the police demanded that they replace the locks and leave and warned them to not return until they had a warrant.
- 101. Frank apologized to DAVIS, whom he has known for 14 years, and explains that he did not know that it was her home they wanted him to change the locks on. He asked her how she got in trouble with the marshals. After inquiry, Frank explained that the "marshals" presented him with official identification and a warrant, and said, "I wouldn't open up anybody's house without seeing a badge. I'm not going to jail for nobody."
- 102. Therefore, MORAD, MOUSSA, GUY and defendants committed identification fraud (18 U.S.C. § 1028) in an organized manner contrary to 18 USC § 1961(1)(B).

- General Civil RICO -

- 103. These five predicate acts exceed the requisite three in number and have each occurred within the past ten-year period.
- 104. Defendants' acts in furtherance of their conspiracy to convert DAVIS and RAHIM's properties and commit various larcenies and criminal frauds through the hereinabove

- predicate acts are the proximate and actual causes of DAVIS and RAHIM's proprietary losses.
- 105. DAVIS has been deprived of \$3,412,500.00 in equity in her properties.
- 106. Therefore, DAVIS prays for a judgment of \$10,237,500.00 as joint and several statutory damages from Defendants.
- 107. Therefore, RAHIM prays for judgment of \$6,000,000 as joint and several statutory damages from Defendants.

- SECOND CAUSE OF ACTION: QUIET TITLE OF 148 WEST 127TH STREET, HARLEM, NY -

- 108. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 107 of this Complaint.
- 109. DAVIS never received any record, certificate or other indicia of being a member of MBM-D.
- DAVIS never received any share of any profits from MBM-D's W127.
- 111. On information and belief, neither MBM-D nor M&M renovated W127.
- DAVIS never received \$150,000.00 in partial consideration for transferring W127. 112.
- 113. MORAD and MOUSSA have admitted to DAVIS in open court that the \$150,000.00 was in consideration for both W127 and GATES. DAVIS maintains that the agreement was that she received \$150,000.00 for each of W127 and GATES as partial consideration. As such, any contract to allegedly transfer W127 to MBM-D is void ab initio for failure of agreement.
- The contract to allegedly transfer W127 to MBM-D is voided by failed consideration. 114.
- All Defendants herein had actual knowledge of DAVIS's claim to W127. 115.

116. THEREFORE DAVIS demands judgment voiding the W127 deed recorded October 13, 2005, and all subsequently recorded deeds to W127. See EXHIBIT B.

- THIRD CAUSE OF ACTION: QUIET TITLE OF 187 GATES AVENUE, CLINTON HILL, NY -

- 117. DAVIS and RAHIM, re-allege and incorporate by reference Paragraphs 1 through 117 of this Complaint.
- 118. DAVIS never received any share of any profits from MBM-D's GATES.
- 119. On information and belief, neither MBM-D nor M&M renovated GATES.
- 120. DAVIS never received \$150,000.00, toward the agreed consideration for allegedly transferring GATES.
- 121. The contract to transfer GATES to MBM-D is void ab initio for failure of agreement.
- 122. The contract to transfer GATES to MBM-D is voided by failed consideration.
- 123. All Defendants herein had actual knowledge of DAVIS's claim to GATES.
- 124. THEREFORE DAVIS demands judgment voiding the GATES deed recorded October 5,2005, and all subsequently recorded deeds to GATES. See EXHIBIT J.

- Fourth Cause of Action: Quiet Title of 139 Clinton Avenue, Clinton Hill, NY -

- 125. DAVIS and RAHIM, re-allege and incorporate by reference Paragraphs 1 through 124 of this Complaint.
- 126. DAVIS never received any share of any profits from ALTRIA's CLINTON.
- 127. On information and belief, neither ALTRIA, MOUSSA, nor MORAD renovated CLINTON.
- 128. The Defendants never divided the Clinton lot nor ever developed condominiums.
- 129. DAVIS never received \$200,000.00 in partial consideration for transferring CLINTON. DAVIS only received \$150,000.00.

- 130. The contract to transfer CLINTON to ALTRIA is voided by failed consideration.
- 131. All Defendants herein had actual knowledge of DAVIS's claim to CLINTON.
- 132. THEREFORE DAVIS demands judgment voiding the CLINTON deed recorded September 1, 2005, and all subsequently recorded deeds to CLINTON. See EXHIBIT N.

- FIFTH CAUSE OF ACTION: REPLEVIN OF TITLE OF 148 WEST 127TH STREET, HARLEM, NY -

- 133. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 132 of this Complaint.
- 134. MBM-D, MBM-E, BAKU, PSY, MORAD and FARZANEH each took subsequent title to W127 with actual knowledge that DAVIS had not received consideration for its transfer.
- 135. MBM-D, MBM-E, BAKU, PSY, MORAD and FARZANEH have each knowingly kept or transferred title to W127 against DAVIS's superior right of title and possession.
- 136. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, returning title and possession of W127 to DAVIS.

- SIXTH CAUSE OF ACTION: REPLEVIN OF TITLE OF 187 GATES AVENUE, CLINTON HILL, NY -

- 137. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 136 of this Complaint.
- 138. MBM-D, MORAD and FARZANEH each took subsequent title to GATES with actual knowledge that DAVIS had not received consideration for its transfer.
- 139. MBM-D, MORAD and FARZANEH have each knowingly kept or transferred title to GATES against DAVIS's superior right of title and possession.

140. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, returning title and possession of GATES to DAVIS.

- SEVENTH CAUSE OF ACTION: REPLEVIN OF TITLE OF 139 CLINTON AVE., BROOKLYN, NY -

- 141. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 140 of this Complaint.
- 142. ALTRIA, MORAD and FARZANEH each took subsequent title to CLINTON with actual knowledge that DAVIS had not received consideration for its transfer.
- 143. ALTRIA, MORAD and FARZANEH have each knowingly kept or transferred title to CLINTON against DAVIS's superior right of title and possession.
- 144. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, returning title and possession of CLINTON to DAVIS.

- EIGHTH CAUSE OF ACTION: BREACH OF MBM-D CONTRACT -

- 145. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 144 of this Complaint.
- 146. As a result of Defendants' breach, DAVIS has lost rental income from W127 and GATES, and has suffered personal hardship from her loss of sustaining revenues.
- 147. Defendants knew or should have known that by their breach of contract, they would cause severe hardship upon DAVIS.
- 148. Defendants' conduct demonstrates that they maliciously breached the MBM-D contract to DAVIS's detriment.
- 149. THEREFORE DAVIS demands judgment against all defendants, jointly and severally, in the amount of \$1,680,000.00, plus punitive damages in the amount of \$3,360,000.00, plus costs and attorney's fees.

- NINTH CAUSE OF ACTION: BREACH OF ALTRIA CONTRACT -

- 150. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 149 of this Complaint.
- 151. As a result of Defendants' breach, DAVIS has lost rental income from CLINTON, and has suffered personal hardship from her loss of sustaining revenues.
- 152. Defendants knew or should have known that by their breach of contract, they would cause severe hardship upon DAVIS.
- Defendants' conduct demonstrates that they maliciously breached the ALTRIA contract to DAVIS's detriment.
- THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, in the amount of \$840,000.00, plus punitive damages in the amount of \$1,680,000.00, plus costs and attorney's fees.

- TENTH CAUSE OF ACTION: CONVERSION OF 148 WEST 127TH STREET, HARLEM, NY ..

- 155. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 154 of this Complaint.
- THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, of \$4,500,000.00.

-ELEVENTH CAUSE OF ACTION: REPLEVIN OF TITLE OF 187 GATES AVE., CLINTON HILL, NY-

- 157. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 156 of this Complaint.
- 158. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, of \$3,900,000.00.

- TWELFTH CAUSE OF ACTION: CONVERSION OF 139 CLINTON AVE., BROOKLYN, NY -

- 159. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 158 of this Complaint.
- THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, 160. of \$6,000,000,00.

- THIRTEENTH CAUSE OF ACTION: BATTERY -

- 161. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 160 of this Complaint.
- 162. THEREFORE DAVIS demands judgment against BAKU in the amount of \$100,000.00, plus punitive damages in the amount of \$10,000,000.00, plus costs and attorney's fees.

FOURTEENTH CAUSE OF ACTION: INTENTIONAL INFLICTION OF EXTREME EMOTIONAL DISTRESS

- 163. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 162 of this Complaint.
- BAKU planned a series of beatings followed by rewards to manipulate DAVIS into mental-emotional submission to BAKU, and giving BAKU undue influence over DAVIS's actions.
- 165. DAVIS suffered battered woman's syndrome as a result of BAKU's intentional acts.
- 166. DAVIS's distressed emotional state caused her to miscarry in January 2006.
- 167. DAVIS's distressed emotional state and BAKU's undue influence caused her to divest herself of W127, GATES and CLINTON against her interests.

168. THEREFORE DAVIS demands judgment against BAKU in the amount of \$10,000,000.00, plus punitive damages in the amount of \$10,000,000.00, plus costs and attorney's fees.

FIFTEENTH CAUSE OF ACTION: NEGLIGENT INFLICTION OF EXTREME EMOTIONAL DISTRESS

- 169. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 168 of this Complaint.
- DAVIS to cause her to transfer W127, GATES and DAVIS-3 into their title and possession. MORAD and MOUSSA admit this, stating in open court that they paid BAKU nearly \$500,000.00 for W127, GATES and CLINTON. MORAD and MOUSSA knew that BAKU did not own W127, GATES or CLINTON. See **EXHIBIT P** Payouts to BAKU.
- 171. Defendants have a common law and statutory duty to not take and keep stolen property.
- 172. Defendants have a common law and statutory duty to not pay persons to commit crimes.
- 173. Despite Defendants' duty to not partake in stolen property or pay person's to commit crimes, Defendants paid BAKU to exercise his undue influence over DAVIS to induce her to give them title and possession of W127, GATES, and CLINTON without consideration.
- 174. DAVIS was harmed by conversions and/or losses of W127, GATES, and CLINTON.

- 175. Defendants knew, contemplated and foresaw that DAVIS would lose more than \$6,000,000.00, and knew or should have known that DAVIS would suffer clinical depression as a result of her ordeal.
- 176. Defendants caused DAVIS to suffer depression, and other forms of extreme emotional distress as a result of their negligence.
- 177. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, in the amount of \$10,000,000.00, plus punitive damages in the amount of \$30,000,000.00, plus costs and attorney's fees

SIXTEENTH CAUSE OF ACTION: BREACH OF CONTRACT

- 178. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 177 of this Complaint.
- 179. Defendants knew and encouraged BAKU in the use of his undue influence over DAVIS to cause her to transfer W127, GATES and CLINTON into their title and possession. MORAD and MOUSSA admit this, stating in open court that they paid BAKU nearly \$500,000.00 for W127, GATES and CLINTON. MORAD and MOUSSA knew that BAKU did not own W127, GATES or CLINTON.
- 180. Defendants have a common law and statutory duty to not take and keep stolen property.
- 181. Defendants have a common law and statutory duty to not pay persons to commit crimes.
- 182. Despite defendant's duty to not partake in stolen property or pay person's to commit crimes, defendant's paid BAKU to exercise his undue influence over DAVIS to induce

- her to give them title and possession of W127, GATES, and CLINTON without consideration.
- 183. DAVIS was harmed by conversions and/or losses of W127, GATES, and CLINTON.
- 184. Defendants knew, contemplated and foresaw that DAVIS would lose more than \$6,000,000.00, and knew or should have known that DAVIS would suffer clinical depression as a result of her ordeal.
- 185. Defendants caused DAVIS to suffer depression, and other forms of extreme emotional distress as a result of their negligence.
- 186. THEREFORE DAVIS demands judgment against all Defendants, jointly and severally, in the amount of \$10,000,000.00, plus punitive damages in the amount of \$30,000,000.00, plus costs and attorney's fees.

SEVENTEENTH CAUSE OF ACTION: BREACH OF CONTRACT

- 187. DAVIS and RAHIM re-allege and incorporate by reference Paragraphs 1 through 186 of this Complaint.
- 188. On September 12, 2005, MORAD, MOUSSA, M&M and DAVIS entered into a contract that provided that M&M would pay DAVIS \$100,000.00 and satisfy the \$752,000.00 mortgage on GATES on or before January 2, 2006, in return for DAVIS' transfer of GATES to M&M.
- 189. Defendants neither satisfied the \$752,000.00 mortgage on GATES by January 3, 2006 nor paid DAVIS \$100,000.00 ever.
- 190. Therefore DAVIS demands judgment against all defendants, jointly and severally, in the amount of \$852,000.00, plus punitive damages in the amount of \$1,800,000.00, plus interests, costs and attorney's fees. See **EXHIBIT Q** Stipulation dated

September 12, 2005 with Transcript. See also **EXHIBIT R** – Order finding Stipulation to be a Contract as to M&M, Morad and Moussa dated July 19, 2011.

191. Plaintiffs demand trial by jury.

- PRAYER -

WHEREFORE Plaintiffs pray for judgment awarding the following: (a) SEVENTY-TWO MILLION ONE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$72,197,500.00 US) to DAVIS jointly and severely from all Defendants; (b) SIX MILLION DOLLARS (\$6,000,000.00 US) to RAHIM jointly and severally from all Defendants; (c) VOIDING all deeds recorded subsequent to September 1, 2005 against W127, GATES, and CLINTON; (d) ORDERING REPLEVIN of title and possession from Defendants to DAVIS of W127, GATES and CLINTON to DAVIS; (e) FINDING and DECLARING Defendants liable for the tort claims herein alleged against them respectively; (f) AWARDING costs and attorney fees; and (g) AWARDING all such further and other reliefs the Court finds just and proper.

Dated: Brooklyn, NY August 14, 2012 A.R. Soleil & Company, P.C.

Attorney for DAVIS & RAHIM By: André Ramón Soleil, Esg. (

32 Court Street, Suite 1107

Brooklyn NY 11201 (718) 522-0103 ph

(718) 705-4397 fax

-VERIFICATION-

STATE OF NEW YORK, COUNTY OF KINGS

} s.s.:

Janina Davis and Subhana Rahim, being duly sworn, says that they are DAVIS and RAHIM respectively in the above-entitled proceeding and that the foregoing complaint is true to their own knowledge, except as to matters herein stated to be alleged on information and belief, and as to those matters, they believe it to be true.

hibhana Rainni, RAHIM

Janina Davis, DAVIS

Sworn before me this Mst day of August, 2012.

Notary

Notary Public, State of New York
No. 02806105635
Outliffed in Kings

Qualified in Kings County Commission Expires February 17, 20

Index No.:	
United States District Court	

JANINA DAVIS & SUBHANA RAHIM Plaintiffs,

EASTERN DISTRICT OF NEW YORK

-against-

Index No.:

MORAD YEROUSHALMI, MOUSSA YEROUSHALMI a/k/a MOISHE YEROUSHALMI,
FARZANEH YEROUSHALMI, ASWAD AYINDE a/k/a
ARUNE DESTULA a/k/a ERIC MCGILL, JAMES GUY,
JOHN DOES 1-5, JANE DOE, ALTRIA DEVELOPMENT, LLC,
M&M DEVELOPER, LLC, MBM DEVELOPMENT, LLC,
& MBM ENTERTAINMENT, LLC, P S Y TRADING, INC.,
Defendants.

- COMPLAINT -

JANINA DAVIS & SUBHANA RAHIM Plaintiffs,

-against-

Index No.:

MORAD YEROUSHALMI, MOUSSA YEROUSHALMI a/k/a MOISHE YEROUSHALMI,
FARZANEH YEROUSHALMI, ASWAD AYINDE a/k/a
ARUNE DESTULA a/k/a ERIC MCGILL, JAMES GUY,
JOHN DOES 1-5, JANE DOE, ALTRIA DEVELOPMENT, LLC,
M&M DEVELOPER, LLC, MBM DEVELOPMENT, LLC,
& MBM ENTERTAINMENT, LLC, PSY TRADING, INC.,
Defendants.

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Signature pursuant to N.Y. Rules Chief Admin. § 130-11-a (Consol. 2005)

André Ramón Soleil, Esq

To:

From: A.R. Soleil & Company/P.C.

32 Court Street, Suite 1107 Brooklyn, NY 11201 (718) 522-0103 telephone (718) 705-4397 facsimile

asoleil@soleilcolaw.com

Index No.: 652725/2012

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK

JANINA DAVIS & SUBHANA RAHIM Plaintiffs,

-against-

MORAD YEROUSHALMI, MOUSSA YEROUSHALMI
a/k/a MOISHE YEROUSHALMI,
FARZANEH YEROUSHALMI, ASWAD AYINDE a/k/a
ARUNE DESTULA a/k/a ERIC MCGILL,
ALTRIA DEVELOPMENT, LLC,
M&M DEVELOPER, LLC, MBM DEVELOPMENT, LLC,
& MBM ENTERTAINMENT, LLC, P S Y TRADING, INC.,
Defendants.

LIST OF EXHIBITS

- 1. **EXHIBIT A MBM-D** Agreement, dated April 19, 2005.
- 2. **EXHIBIT B** Deed (W127) DAVIS to MBM-D, Filed 10-13-05.
- 3. **EXHIBIT C** Deed (W127) MBM-D to MBM-E, Filed 5-22-06.
- 4. **EXHIBIT D** Deed (W127) MBM-E to MBM-E (66 2/3%) and BAKU (33/1/3%), Filed 11-13-06.
- 5. **EXHIBIT F** Deed (W127) MORAD and FARZANEH to MBM-E and PSY, Filed 3-21-07.
- 6. **EXHIBIT G** Deed (W127) MBM-E and PSY to MORAD and FARZANEH, Filed 3-21-07.
- 7. **EXHIBIT H** Deed (GATES) RAHIM and BAKU to DAVIS, Filed 3-9-04.
- 8. **EXHIBIT I** Order of Judge Kramer, Dated December 13, 2004.
- 9. **EXHIBIT J** Deed (GATES) DAVIS to MBM-D, Filed 10-05-05.

- 10. **EXHIBIT K** Deed (GATES) MBM-D to MORAD and FARZANEH, Filed 11-28-06.
- 11. **EXHIBIT L** Deed (GATES) MORAD and FARZANEH to MBM-D, Filed 1-04-06.
- 12. **EXHIBIT M** ALTRIA Agreement, Dated April 19, 2005 and amendments thereto.
- 13. **EXHIBIT N** Deed (CLINTON) DAVIS to ALTRIA, Filed 9-1-05.
- 14. **EXHIBIT O** Deed (CLINTON) ALTRIA to MORAD and FARZANEH, Filed 5-23-06.
- 15. **EXHIBIT P** Payouts to BAKU.
- 16. **EXHIBIT Q** Stipulation, Dated September 12, 2005 with Transcript.
- 17. **EXHIBIT** R Order finding Stipulation to be contract as to M&M, MOUSSA and MORAD, Dated July 19, 2011.

Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 30 of 177 PageID #:

EXHIBIT A

EXB

AGREEMENT

AGREEMENT made on April 19, 2005, by and among M&M DEVELOPER LLC having an address at 683 Middle Neok Road, Great Neck, New York 11021 (hereinafter referred to as "M&M") and BAKU ASWAD AYINDE (SS#148-50-7079), having an address at 139 Clinton Avenue, Brooklyn, New York 11205 (hereinafter referred to as the "Baku"), and JANINA Y. DAVIS, having an address at 139 Clinton Avenue, Brooklyn, New York 11205 (hereinafter referred to as the "Janina"). M&M and Baku shall also hereinafter be referred individually as the "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, Janina is the record owner of the following properties: (a) 148 West 127th Street, New York, New York (Block 1911, Lot 54) (the "Manhattan Property") and (b) 187 Gates Avenue, Brooklyn, New York 11238 (the "Brooklyn Property") (Block 1972, Lot 38). Janina represents that a first mortgage has been recorded against the Manhattan Property and that the present indebtedness, secured by said mortgage, is in amount of \$490.223.87. Janina also represents that a first mortgage has been recorded against the Brooklyn Property and that the present indebtedness, secured by said mortgage, is in amount of \$752,000.00. The Manhattan Property and the Brooklyn Property shall also hereinafter be referred individually as the "Property," and collectively as the "Properties."

WHEREAS, M&M and Baku are desirous of entering a joint partnership (hereinafter referred to as the "Joint Partnership"), under which the Joint Partnership shall take legal title and rent out the said Properties.

WHEREAS, this agreement exists pursuant to an oral agreement and the Parties and Janina desire to memorialize this agreement into writing.

AND WHEREAS, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The preamble is hereby incorporated into this Agreement by reference and shall be treated as a part hereof and M&M, Baku and Janina hereby covenant and agree to comply with the obligations set forth in the whereas clauses.
- 2. Prior to transfer of title from Janina to the Joint Partnership, Janina shall be solely responsible for any and all costs in connection with the Property, including but not limited to debt service, real estate taxes, water & sewer rents, etc. (the "Carrying Costs of the Property").
- 4. Presently, Baku is engaged in improving and renovating the Properties at its sole cost and expenses (the "Improvements"). In addition, Baku is collecting rents from tenants in the Properties.
- Immediately after the execution of this agreement by both Parties, M&M shall order a title report for the Property. Upon review and approval of title for each Property by M&M, Janina shall transfer legal title to the Joint Partnership for no consideration. Nonetheless, the note and the indebtedness secured by the mortgage against each Property shall remain Janina's sole responsibly. In the event that upon examination of the title report, M&M discovers defect(s) in title or existence of violations which may prevent Janina to transfer good and marketable title of either or both Properties to the Joint Partnership, M&M may provide written notice to Janina upon which this agreement shall become null and void and neither party, including Baku, shall have any further rights against the other.



- Janina has full power, in accordance with law, to enter into this agreement and to consummate the transaction provided for herein, and neither the entering into this agreement nor the consummation of such transaction will constitute a violation or breach by Janina of any agreement or other instrument to which Janina is a party or by which any of her assets or properties may be affected, or any judgment, order right, injunction or decree issued against or imposed upon it, or will result in violation of any applicable law, order, rule or regulation of any governmental authority. Janina represents and warrants that there is no litigation; arbitration, assessments, special assessments, or other proceeding or governmental investigation pending or, to Janina's best knowledge, threatened against or relating to the Janina and the Property. Janina covenants and agrees to indemnify and hold M&M harmless from and against any loss, cost, damage, liability or expense (including, without limitation, reasonable attorneys' fees and disbursements) rising out of or in connection with any misrepresentation or breach of warranty by Janina in connection with this agreement.
- 7. Baku understands and agrees that during the period of ownership of the Properties by the Joint Partnership, up and until the Improvements in the Manhattan Property are fully completed. [For purposes of this paragraph, completion shall include without limitation (i) receipt of proper New York City approvals, if applicable and (ii) rental of vacant units in the Manhattan Property.] Baku shall be solely responsible to pay the Carrying Costs of each Property. In addition, Baku shall be solely responsible for all costs associated with the Improvements in the Manhattan Property. It is agreed that during such period, Baku shall be entitled to all rents collected from tenants in the Manhattan Property.

Once the said Improvements of the Manhattan Property are completed as provided herein, with ownership of the Property held by the Joint Partnership, the Joint Venture shall collect the income from the Properties and shall be responsible for the Carrying Costs of each Property. M&M and Baku shall retain a fifty (50.0%) ownership interest in the Joint Partnership. Boll, MEM + BAKU and Department of the Control of the Control

- In consideration of the terms and conditions contained herein, it is agreed that M&M shall make payment to Baku in the amount of \$150,000 under the following structure: (a) Fifty Thousand (\$50,000.00) Dollars upon execution of the contract by all parties and transfer of legal ownership in the Properties from Janina to the Joint Partnership; (b) Fifty Thousand (\$50,000.00) Dollars upon Fifty (50%) Percent Completion of the Improvements at the Manhattan Property; and (c) Fifty Thousand (\$50,000.00) Dollars upon final Completion of the Improvements in the Manhattan Property. Janina agrees and understand that she shall not be entitled to any compensation whatsoever from M&M and/or the Joint Partnership.
- 9. Immediately upon transfer of title to the Joint Partnership, Janina agrees to pay fair market value rent for the premises she occupies as her residence in either of the Properties.
- 10. Notwithstanding anything provided herein to the contrary, under the Joint Partnership, throughout the ownership of the Properties, the following terms and conditions shall apply to the Parties:
 - A. M&M and Baku shall be each Fifty (50.0%) Percent owners. Upon sale of either or both Properties, each Party shall be one-half interest in the Net Proceeds in the Net Proceeds. Net Proceeds shall be defined as the proceeds remaining after any and all costs, expenses, and indebtedness for that portion of Property, are paid in full.
 - B. M&M shall exclusively conduct and manage the business and affairs of the Joint Partnership.
 - C. Both Parties shall cooperate in carrying out the purposes of the Joint Partnership, but neither of them shall be required to devote any fixed amount of time thereto. Both of the Parties may engage in any other business or activities, including ownership and operating of any other real property, except that both Parties shall devote as much time as may be required to the Project.
 - D. The Joint Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Partnership.

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PAGE 04/06

- E. The Parties may not admit new parties (or transferees of any interests of existing Parties) into the Joint Partnership without the written unanimous vote or consent of all the Parties.
- F. The Joint Partnership shall terminate upon the sale of the entire Property, at which time the remaining proceeds of sale and all other assets of the Joint Partnership shall be applied and distributed to the Parties pursuant to this Agreement after payments of the expenses of liquidation and the debts and liabilities of the Joint Partnership are paid in full.
- This Agreement constitutes the full and complete understanding of the parties hereto, and no representations, promises, or covenants other than those expressly set forth have been made or shall be considered. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by both parties.
- The parties acknowledge that they have each consulted with an attorney of their own choosing with respect to this Agreement, and that they have signed this Agreement after having had their attorney review it and explain its provisions to their satisfaction. The undersigned have and are deemed to have fully read this Agreement and understand the terms and provisions therein, and agree to be bound by same.
- All notices given to any party hereunder shall be delivered to the address for that party set forth hereinabove.
- If any provision of this Agreement herein is contrary to, prohibited by or deemed invalid under the applicable laws, rules or regulations of any jurisdiction within which this Agreement is sought to be enforced, then such provision shall be deemed inapplicable but such shall not serve to invalidate any remaining provisions hereof.
- This Agreement shall be governed by the laws of the State of New York. 15.

IN WITNESS WHEREOF, the parties hereto have set their names and seals the day and year first above written.

LLC

By: MOUSSA VEROUSHALMI, V.P.

ARUNE DestulA

DATED: April //, 2005

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ACKNOWLEDGEMENTS

STATE OF NEW YORK, COUNTY OF

, 88.

On the day of April, 2005, before me, the undersigned notary public, personally appeared MCUSSA YEROUSHALMI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

RAMON T. MOJICA
Notary Public, State of New York
No. 01M06123177

Cumilined in Nessall County Commission Explies February 28, 2009 My commission expires on

STATE OF NEW YORK, COUNTY OF

, 88.

On the day of April, 2005, before me, the undersigned notary public, personally appeared JANINA Y. DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

RAMON T. MOJICA

Notary Public, State of New York

No. 01M06123177

Outliet Jan News M. County

Qualified trailers at County Complete C

STATE OF NEW YORK, COUNTY OF

, ss.

On the day of April, 2005, before me, the undersigned notary public, personally appeared BAKU ASWAD AYINDE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

RAMON T. MOJICA
Notary Public, State of New York
No. 01MQ6123177

Qualified yr Phinteau County Compressions Explication 28, 2009 Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 35 of 177 PageID #: 04/19/2005 05:31 51602 35 DAVID POUR 8 3000

ACKNOWLEDGEMENTS

STATE OF NEW YORK, COUNTY OF

. 55.

On the day of April, 2005, before me, the undersigned notary public, personally appeared MOUSSA YEROUSHALMI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
My commission expires on

PAGE

05/06

STATE OF NEW YORK, COUNTY OF

, 35

On the day of April, 2005, before me, the undersigned notary public, personally appeared JANINA Y. DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

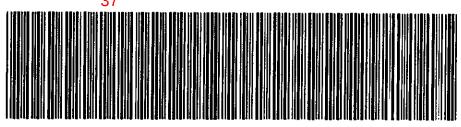
Notary Public My comunission expires on

STATE OF NEW YORK, COUNTY OF

. 89.

On the day of April, 2005, before me, the undersigned notary public, personally appeared BAKU ASWAD AYINDE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public My commission expires on This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



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RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document Date: 05-06-2005 Preparation Date: 09-20-2005

Document Type: DEED Document Page Count: 3

PRESENTER:

IMPERIAL ABSTRACT, IMA4007

Document ID: 2005092001718001

AS AGENT FOR COMMONWEALTH LAND

TITLE INSURANCE CO.

441 ROUTE 306- (HOLD-FOR-PICKUP)

MONSEY, NY 10952

845-362-6410

RETURN TO:

DAVID POUR & ASSOCIATES

10 CUTTER MILL ROAD

GREAT NECK, NY 11021

PROPERTY DATA

Borough

Block Lot

Unit

Address

MANHATTAN

1911 54

Entire Lot

148 WEST 127TH STREET

Property Type: APARTMENT BUILDING

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

PARTIES

GRANTOR/SELLER:

JANINA DAVIS

139 CLINTON AVENUE

BROOKLYN, NY 11205

GRANTEE/BUYER:

MBM DEVELOPMENT LLC

683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

FEES AND TAXES

Mortgage			[]
Mortgage Amount:	<u> </u>	0.00	
Taxable Mortgage Amount:	\$	0.00	_ 1
Exemption:			
TAXES: County (Basic):	\$	0.00	_ :
City (Additional):	\$	0.00	
Spec (Additional):	\$	0.00	
TASF:	\$	0.00	
MTA:	S	0.00	ļ
NYCTA:	\$	0.00	
Additional MRT:	\$	0.00	
TOTAL:	S	0.00	

52.00 Recording Fee: \$ 0.00 Affidavit Fee: \$

NYC Real Property Transfer Tax Filing Fee:

NYS Real Listate Transfer Tax:

0.00

165.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed

10-13-2005 12:14

City Register File No.(CRFN):

2005000570643

City Register Official Signature

NYC HPD Preliminary Residential Property Transfer Form

Bargain and Sale Deed, with Covenant Against Grantor's Acts-consult your Lawyer before signing this instrument - this instrument should be used by Lawyers only.

THIS INDENTURE, made the 6th day of May, in the year 2005

BETWEEN

JANINA DAVIS,

With address at 139 Clinton Avenue, Brooklyn, New York 11205

party of the first part, and

MBM DEVELOPMENT LLC,

With offices at 683 Middle neck Road, Great Neck, New York 11023

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

SECTION: BLK: 1911 LOT: 54

SAID PREMISES being more commonly known as and by the Street Address: 148 West 127th Street, New York, New York. Being the same premises described in the deed to the parties of the first part herein by deed, dated 02/04/2004, recorded 05/27/2004 in CRFN #2004000331719.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

JANINA DAVIS

SCHEDULE A

DESCRIPTION

Title Number: FUT-03819-NY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City and County of New York, bounded and described as follows:

BEGINNING at a point on the southerty side of 127th Street, distant 228 feet 6 inches easterly from the southeasterly corner of Seventh Avenue and 127th Street;

RUNNING THENCE southerly and parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the center line of the block;

THENCE easterly and along said center line, 15 feet 6 inches;

THENCE northerly and again parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the southerly side of 127th Street;

THENCE westerly along said southerly side of 127th Street, 15 feet 6 inches to the point or place of BEGINNING.

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK	1
COUNTY OF NASSAU] 88

On the 6th day of May, in the year 2005 before me, the undersigned, personally appeared JANINA DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

DAVIDE POUR Notary Public, State of New York No. 02PO6016909 Qualified in the County of Nassau miselon Expires February 25, 2007

STATE OF NEW YORK **COUNTY OF NASSAU**

On the day of in the year 2005 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

Bargain and Sale Deed with Covenant Against Grantor's Acts

Section:

Block: 1911

Lot:

54

County: New York

Record & Return to:

JANINA DAVIS

DAVID POUR & ASSOCIATES 10 CUTTER MILL ROAD

-to-

GREAT NECK, NEW YORK 11021

MBM DEVELOPMENT LLC

THIS SPACE FOR USE OF RECORDING OFFICE:



2005092001718001001S68A7

SUPPORTING DOCUMENT COVER PAGE

Document ID: 2005092001718001

Document Date: 05-06-2005

Preparation Date: 09-20-2005

Document Type: DEED

ASSOCIATED TAX FORM ID: 2005050600438

SUPPORTING DOCUMENTS SUBMITTED:

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count

C3. Book C5. CRFN PROPERTYINFORMATION	REAL PROPERTY TRANSFER REPORTS STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICE RP - 5217NYC (Rev 11/2002)
1. Property 148 WEST 127TH STREE	MANIATIAN 10027
LOCATION STREET NUMBER STREET NAME MBM DEVELOPMENT LLC Name LASE NAME / COMPANY	RORGUGH ZBA CODE FRST NAME
<u></u>	PINOS PARME
3. Tax Indicate where future Tax Bitts are to be sent Billing if other than buyer address (at bottom of form) Address	FIRST NAME T NAME / COMPANY FIRST NAME
STREET NUMBER AND STREET NAME	CITY OR TOWN STATE ZIP COOK
4. Indicate the number of Assessment Roll parcels transferred on the deed # of P	Percels OR Part of a Parcel 4A. Plenning Board Approval - N/A for NYC 4B. Agricultural District Notice - N/A for NYC
5. Deed 15.50 x 49.92 or	Check the boxes below as they apply: 6. Ownership Type is Condominium
Size PROMITEET DEPTH	7. New Construction on Vacant Land
8. Selier LASTNAME/COMPANY	JANINA FRIST NAME
LAST NAME / SOMPANY	
9. Check the box below which most accurately describes the us	se of the property at the time of sale:
A One Family Residential C Residential Vacant L B 2 or 3 Family Residential D Non-Residential Vacant	and E Commercial G Entertainment / Amusement I Industrial
SALE INFORMATION	14. Check one or more of these conditions as applicable to transfer:
10. Sale Contract Date 5 / 6	
11. Date of Sale / Transfer 5 / 6	One of the Buyers is also a Seller Buyer or Seller is Government Agency or Lending Institution
12. Full Sale Price ^{\$}	E Deed Type not Warrenty or Bargain and Sale (Specify Below) Sale of Fractional or Less than Fee Interest (Specify Below)
(Full Sale Price is the total amount paid for the property including parties that the form of cash, other property or goods, mortgages or other obligations.) Please round to the nearest who	or the assumption of Other Unusual Factors Affecting Sale Price (Specify Below)
13. Indicate the value of personal property included in the sale	I None I anster as a more change in form of white st
ASSESSMENT INFORMATION - Data should reflect the lates	at Final Assessment Roll and Tax Bill
15. Building Class C, 3 16. Total Assessed	Value (of all parcels in transfer)
17. Borough, Block and Lot / Roll Identifier(s) (If more than th	ree, attach sheet with additional identifier(s) }
MANHATTAN 1911 54	
CERTIFICATION I certify that all of the items of information entered making of any willful false statement of material fact herein will subject to BUYER	ed on this form are true and correct (to the best of my knowledge and belief) and I understand that the me to the provisions of the penal law relative to the making and filing of faise instruments. BUYER'S ATTORNEY
SUVER GENTATIONS CATE	LAST RAISE FRIST NAME
148 West 127th Street	איינאי ובראי
STREET MUNIER STREET NAME (AFTER SALE)	
STREET MANBER STREET NAME (AFTER SALE) NOW YOR IOWN STATE ZIPC	

EVIDIT

Case 1:12-cv-04167-NG-RM

NYC. DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2006051700902001002E013A

RECORDING AND ENDORSEMENT COVER PAGE Document Date: 05-09-2006

PAGE 1 OF 4

Preparation Date: 05-17-2006

Document ID: 2006051700902001

Document Type: DEED

Document Page Count: 3

PRESENTER:

CLASS ABSTRACT SERVICES INC., PICK UP

RSR

72 JERICHO TURNPIKE

MINEOLA, NY 11501

R 1698NY

SUSAND@CLASSABSTRACTSERVICES.COM

RETURN TO:

DAVID POUR & ASSOCIATES

10 CUTTER MILL ROAD

GREAT NECK, NY 11021

PROPERTY DATA

Borough

Block Lot

Unit

Address

MANHATTAN

1911 54 Entire Lot **148 WEST 127 STREET**

Property Type: DWELLING ONLY - 4 FAMILY

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

0.00

PARTIES

GRANTOR/SELLER:

MBM DEVELOPMENT LLC 683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

GRANTEE/BUYER:

MBM ENTERTAINMENT LLC 683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

FEES AND TAXES

		PERS AN
Mortgage		
Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	\$	0.00
City (Additional):	S	00.0
Spec (Additional):	\$	0.00
TASF:	\$	0.00
MTA:	\$	0.00
NYCTA:	S	0.00
Additional MRT:	\$	0.00

NYC HPD Preliminary Residential Property Transfer Form

TOTAL: \$

Recording Fee: \$

52.00

Affidavit Fee: \$

0.00

NYC Real Property Transfer Tax Filing Fee:

165.00

NYS Real Estate Transfer Tax:

0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed

05-22-2006 16:37

City Register File No.(CRFN):

2006000284420

City Register Official Signature

Bargain and Sale Deed, with Covenant Against Grantor's Actsconsult your Lawyer Before signing this instrument - this instrument should be used by Lawyers only.

THIS INDENTURE, made the day of May, in the year 2006

BETWEEN

MBM DEVELOPMENT LLC.

With address at 683 Middle neck Road, Great Neck, New York 11023

party of the first part, and

MBM ENTERTAINMENT LLC,

With offices at 683 Middle neck Road, Great Neck, New York 11023

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

SECTION: BLK: 1911 LOT: 54

SAID PREMISES being more commonly known as and by the Street Address: 148 West 127th Street, New York, New York. Being the same premises described in the deed to the parties of the first part herein by deed, dated 05/06/2005, recorded 10/13/2005 in CRFN #2005000570643.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

MBM DEVELOPMENT LLC

SCHEDULE A

DESCRIPTION

Title Number: FUT-03819-NY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City and County of New York. bounded and described as follows:

BEGINNING at a point on the southerty side of 127th Street, distant 228 feet 6 inches easterly from the southeasterly corner of Seventh Avenue and 127th Street;

RUNNING THENCE southerly and parallel with said Avenue and parity through a party wall, 99 feet 11 inches to the center line of the block:

THENCE easterly and along said center line, 15 feet 6 inches:

THENCE northerly and again parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the southerty side of 127th Street:

THENCE westerly along said southerly side of 127th Street, 15 feet 6 inches to the point or place of BEGINNING.

NEW YORK UNIFORM OF ACKNOWLEDGMENT

Case 1:12-cv-04167-NG-RML

Document 1

Filed 08/21/12 Page 47 of 177 PageID #:

STATE OF NEW YORK **COUNTY OF NASSAU**

On the Athday of May, in the year 2006 before me, the undersigned, personally appeared MORAD YEROUSHALMI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

d in Nasuau Coun

STATE OF NEW YORK COUNTY OF NASSAU

On the 9th day of May in the year 2005 before me, the undersigned, personally appeared FARZANDA YERRAMMbersonally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Kamon **Notary Public**

o. 01MO6123177

Bargain and Sale Deed with Covenant Against Grantor's Acts

Section:

Block:

1911

Lot:

54

County:

New York

Record & Return to:

MBM ENTERTAINMENT LLC

DAVID POUR & ASSOCIATES 10 CUTTER MILL ROAD

-to-

GREAT NECK, NEW YORK 11021

MBM DEVELOPMENT LLC

THIS SPACE FOR USE OF RECORDING OFFICE:



2006051700902001002SCFBB

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2006051700902001

Document Date: 05-09-2006

Preparation Date: 05-17-2006

Document Type: DEED

ASSOCIATED TAX FORM ID: 2006050400073

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP - 5217 REAL PROPERTY TRANSFER REPORT

SMOKE DETECTOR AFFIDAVIT

FOR CITY USE ONLY C1. County Code C2. Date Deed C3. Book C4. Page C5. CRFN C5. CRFN C6. CRETTY INFORMATION	REAL PROPERTY TRANSFER REPCIRT STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICES RP - 5217NYC (Rew 11/2002)
1. Property L48 WEST 127 STREET	MANHATTAN 10027
Location STREET NAMES STREET NAME	HOROUGH ZIP CODE
2. Buyer MBM ENTERTAINMENT LLC Name LAST NAME : COMPANY	FIRST NAME
SAMILA CONT. CAMBRIDA	First Name
LAST NAME / COMPANY	FIRST NAME
3. Tax Indicate where future Tax Bills are to be sent Billing if other than buyer address (at bottom of form)	
Address LAST MAKE / COMPANY	FIRST CAME
STREET NUMBER AND STREET NAME CITY OR T	TOWN STATE ZEP CODE
4. Indicate the number of Assessment Roll parcels transferred on the deed	4A. Planning Board Approval - N/A for NYC 4B. Agricultural District Notice - N/A for NYC
5. Deed 15.5 Last 99.97	Check the boxes below as they apply:
Property 15.5 X 99.92 OR ACRES	8. Ownership Type is Condominium 7. New Construction on Vecant Land
a. Seiler MBM DEVELOPMENT LLC	
Name LAST NAME / COMPANY	FRST MAKE
LAST NAME / COUPANY	FIRST NAME
Check the box below which most accurately describes the use of the property at	
A One Family Residential C Residential Vacant Lond E	Commercial G Entertainment / Amusement I Industrial
B 2 or 3 Family Residential D Non-Residential Vacent Land F	Apartment H Community Service J Public Service
SALE INFORMATION	14. Check one or more of these conditions as applicable to transfer:
10. Sale Contract Date	A Sale Between Relatives or Former Relatives B V Sale Between Related Companies or Partners in Business C One of the Buyers is also a Seller B uyer or Seller is Government Agency or Lending Institution E Deed Type not Warranty or Bargain and Sale (Specify Below)
	F Sale of Fractional or Less than Fee Interest (Specify Below)
12. Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.	G Significant Change in Property Between Taxable Status and Sale Dobes H Sale of Business is included in Sale Price Other Unusual Factors Affecting Sale Price (Specify Below) None
13. Indicate the value of personal property included in the sale	J
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessmen	nt Roll and Tax Bitt
15. Building Class C. 3 16. Total Assessed Value (of all parce	the In transfer]
17. Borough, Block and Lot / Roll Identifier(s) (if more than three, attach sheet to	with additional identifier(s))
MANHATTAN 1911 54	
CERTIFICATION	we and correct (to the best of my knowledge and belief) and I understand that the
making of any willful faise statement of material fact herein will subject me to the provisions BUYER	of the penal law relative to the making and filing of false instruments. BUYER'S ATTORNEY
BUYER SIGNATURE OATE	I AST NAME FIRST NAME
	516 829-1990
STREET NUMBER 6TREET NAME (AFTER SALE)	AREA COCE TELEPHONE MUNDER SELLER
COY OR TOWN STATE ZP CODE	SELLER SIGNATURE DATE

FOR CITY USE ONLY C1. County Code C2. Date Deed C4. Per Year Recorded Month: Day Year	REAL PROPERTY TRANSFER REPORT
C3. Book	STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICE!
OR CLEARLY	RP - 5217NYC
CS. CRFN PROPERTY INFORMATION	[Rev 11/2002)
1. Property 48 WEST 127 STREET	I MANHATTAN 10027
Location STREET MARKET	SORCUGH ZP COCE
2. Buyer Name / COMPANY	FIRST NAME
LAST NAME / SOMPARY	FRST MAGE
3. Tax Indicate where future Tax Bits are to be sent	
Billing if other than buyer address (at bottom of form) LAST NAME / COMPANY Address	FIRST NAME
STREET NUMBER AND STREET NAME CITY	OR TOWN STATE ZIP CODE
4. Indicate the number of Assessment Roll parcels transferred on the deed # of Parcels OR	Pert of a Parcel 4A. Planning Board Approval - N/A for NYC 4B. Agricultural District Notice - N/A for NYC
6. Deed Property 15.5 X 99.92 OR	Check the boxes below as they apply: 6. Ownership Type is Condominium
Size FRONT FEET DEPTH ACRES	7. New Construction on Vacant Land
8. Seller MBM DEVELOPMENT LLC	FIRST NAME
Name LAST NAME / COMPANY	ranga revinc
LAST NAME / COMPANY	FIRST NAME
9. Check the box below which most accurately describes the use of the property	y at the time of sale:
A One Family Residential C Residential Vacant Land E Non-Residential Vacant Land F	Commercial G Entertainment / Amusement I Industrial Apartment H Community Service J Public Service
ALE INFORMATION	14. Check one or more of these conditions as applicable to transfer:
10. Sale Contract Date 5 / 4 / 2006 Month Day Year	A Sale Between Relatives or Former Relatives B Sale Between Related Companies or Partners in Business
11. Date of Sale / Transfer 5 / 4 / 2006	C One of the Buyers is also a Selter D Buyer or Selter is Government Agency or Lending Institution
Month Day Year	D Buyer or Seller is Government Agency or Lending Institution . E Deed Type not Warranty or Bargain and Sale (Specify Below)
12. Full Sale Price \$	F Sale of Fractional or Less than Fee Interest (Specify Below) G Significant Change in Property Between Taxable Status and Sale Dates
(Full Sale Price is the total amount paid for the property including personal property.	
This payment may be in the form of cash, other property or goods, or the assumption mortgages or other obligations.) Please round to the nearest whole dollar amount	
13. Indicate the value of personal property included in the sale	
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessm	nent Roll and Tax Bill
15. Building Class C. 31 16. Total Assessed Value (of all pa	erceis in transfer) 1 3 8 3 5
17. Borough, Block and Lot / Roll Identifier(s) [If more than three, attach she	et with additional identifier(s))
MANHATTAN 1911 54	
CERTIFICATION I certify that all of the items of information entered on this form ar making of any willful false statement of material fact herein will subject me to the provision	re true and correct (to the best of my knowledge and belief) and I understand that the
making of any willful false statement of material fact herein will subject me to the provide BUYESS / 5/9/06	BUYER'S ATTORNEY
2 march 1/ Shi 16/9/06	Pour David
BUYER SUSTATURE DATE	LAST NAME FIRST NAME
STREET NAMES STREET NAME (APTER SALE)	516 829-1990 AREA CODE TELEPHONE NUMBER
	SELVER
CITYORTOWN BTATE! ZIPCODE	SELLER SUPPLIER SEATTURE CONTENTS
	20060504000732

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York) SS.:			
County of Mais as) SS.:			
The undersigned, being duly sworn, depose and say under the real property or of the cooperative shares in a cooperative shares in a cooperative shares in a cooperative shares are says.	ative corporation ownin		
148 WEST 127 STRE	EEI		,
Street Address MANHATTAN New York,	1911	54	Unit/Apt. (the "Premises");
Borough	Block	Lot	•
That they make affidavit in compliance with New York C signatures of at least one grantor and one grantee are required for Zanoh Yeromaalai	uired, and must be nota	e Section 11- rized).	U.
Maine of Graptor (Type or Print) Mad Venumbel ignature of Grantor	Far zane		owhalmi
Sworn to before me this — the of the color o		MON T. MO. ublic, State o	
No. 01MO6123177 Qualified in Nassau County Commission Expires February 28, 2009	Qualifi Commission		County ruery 28, 2008

These statements are made with the knowledge that a willfully latse representation is unlawful and is p a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING. WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

PAGE 1 OF 5

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2006103001366001002E9838

RECORDING AND ENDORSEMENT COVER PAGE

Document Date: 10-23-2006

Document ID: 2006103001366001 Preparation Date: 10-30-2006 Document Type: DEED

Document Page Count: 3

PRESENTER:

IMPERIAL ABSTRACT, ACC1403

AS AGENT FOR COMMONWEALTH LAND

TITLE INSURANCE CO.

441 ROUTE 306- (HOLD-FOR-PICKUP)

MONSEY, NY 10952

845-362-6410

RETURN TO:

DAVID POUR & ASSOCIATES

10 CUTTER MILL ROAD

SUITE 406

GREAT NECK, NY 11021

PROPERTY DATA

Borough

Block Lot

Unit

Address

MANHATTAN

1911 54 Entire Lot 148 WEST 127TH STREET

Property Type: DWELLING ONLY - 4 FAMILY

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

GRANTOR/SELLER:

MBM ENTERTAINMENT LLC 683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

PARTIES

GRANTEE/BUYER:

MBM ENTERTAINMENT LLC

683 MIDDLE NECK ROAD GREAT NECK, NY 11023

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Filing Fcc:

Mortgage 0.00 Mortgage Amount: Taxable Mortgage Amount: 0.00 Exemption: TAXES: County (Basic): \$ 0.00City (Additional): \$ 0.00 Spec (Additional): 0.00\$ 0.00 TASF: \$ 0.00 MTA: \$ 0.00 NYCTA: Additional MRT: 00.0\$ TOTAL: \$ 0.00 52.00 Recording Fee: \$ Affidavit Fee: \$ 0.00

NYC Real Property Transfer Tax:

00.0

NYS Real Estate Transfer Tax:

0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK

Recorded/Filed

11-13-2006 09:48

165.00

City Register File No.(CRFN):

2006000626456

City Register Official Signature



2006103001366001002C9AB8

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

Document ID: 2006103001366001

Document Date: 10-23-2006

Preparation Date: 10-30-2006

PAGE 2 OF 5

Document Type: DEED

PARTIES

GRANTEE/BUYER:

ASWAD O. AYINDE 1683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

GRANTEE/BUYER:

ERIC MCGILL

683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

Bargain and Sale Deed, with Covenant Against Grantor's Acts-consult your Lawyer before signing this instrument – this instrument should be used by Lawyers only.

THIS INDENTURE, made the 33 day of October, in the year 2006

BETWEEN

MBM Entertainment LLC,

Having an office at 683 Middle Neck Road, Great Neck, New York 11023

party of the first part, and

MBM Entertainment LLC (as to 66 2/3% undivided interest) & Aswad O. Ayinde a.k.a. Eric McGill (as to 33 1/3% undivided interest) as "TENANCY IN COMMON"

Having their principal offices at 683 Middle Neck Road, Great Neck, New York 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

BLK: 1911 LOT: 54

SAID PREMISES being more commonly known as and by the Street

Address: 148 West 127th Street, New York, New York

Being the same premises described in the deed to the parties of the first part herein by deed dated 05/09/2006, recorded 5/22/2006 in CFRN # 2006000284420.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law. covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

MBM Entertainment LLC

MUNE LINGUIN

SCHEDULE A

DESCRIPTION

Title Number: FUT-03819-NY

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhetten, City and County of New York. bounded and described as follows:

BEGINING at a point on the southerly side of 127th Street, distant 228 feet 6 inches easierly from the southeasterly corner of Seventh Avenue and 127th Street;

RUNNING THENCE southerly and parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the center line of the block

THENCE easterly and along said center line, 15 feet 6 inches;

THENCE northerly and again penallel with said Avenue and partly through a party well, 99 feet 11 inches to the southerty side of 127th Street;

THENCE westerly along said southerly side of 127th Street, 15 feet 6 inches to the point or place of BEGINNING.

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF A Page

]]ss:

On the 33 day of October, in the year 2006 before me, the undersigned, personally appeared, Moussa Yeroushalmi, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public, State of New York
No. 4023149
Qualified in Sulicik County
Commission Capital May 31, 2007

SEAL

Bargain and Sale Deed with Covenant Against Grantor's Acts

Section:

Block:

1911

Lot:

54

County:

NEW YORK COUNTY

MBM ENTERTAINMENT LLC

Record & Return to:

DAVID POUR & ASSOCIATES, LLP 10 CUTTER MILL ROAD, STE. 406 GREAT NECK, NEW YORK 11021

-to

ASWAD C. AYINDE a.k.a. ERIC MCGILL

THIS SPACE FOR USE OF RECORDING OFFICE:



2006103001366001002S56B9

SUPPORTING DOCUMENT COVER PAGE

Document 1D: 2006103001366001

Document Date: 10-23-2006

Preparation Date: 10-30-2006

Document Type: DEED

ASSOCIATED TAX FORM ID: 2006102400275

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING **RP - 5217 REAL PROPERTY TRANSFER REPORT**



The City of New York Department of Environmental Protection Bureau of Customer Services 59-17 Junction Boulevard Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Prop	erty and Owner Information:	3	ater and Sewer Billing
(1		of MANHATTAN	
	Block: 1911	Lot: 54	
(2	Account Number (if applicable);	LUI. 34	
	Meter Number (if available-include the letter):	•	
(3)			
	Street 148 WEST 127TH STREET	City NY	Stoto NY 7:- 40007
(4)		ess nhone numbers of owner	State NY Zip 10027
	Absence broade amountation on OMUSL ONE L. 40 MO	give information on proper	ty manager or tenant):
	Owner's Name Business: MBM ENTERTAINME	ENT LLC	•
	or Individual:		
	(Last Name) Street 683 MIDDLE NECK ROAD	(First Name)	(Mt)
	Home Phone(Numbers only):	City GREAT NECK	State NY Zip 11023
<u> </u>		Business Phone(Numbers on	ιλ):
Custo	omer Billing Information:		
Λ.	Water and sewer charges are the legal responder	Insibility of the owner of	a property receiving water
	and/or sewer service. The owner's responsib	ility to pay such charges	is not affected by any
	lease, license or other arrangement, or any a	ssignment of responsibi	lity for payment of such
_	charges.	•	
B.	Water and sewer charges constitute a lien on	the property until paid.	In addition to legal action
	against the owner, a failure to pay such charc	ies when due may resul	t in foreclosure of the lien
	by the City of New York, or the property being	g placed in a lien sale by	y the City.
C.	Original bills for water and/or sewer service w	/ill be mailed to the own	er at the owner's address
	specified on this form. DEP will provide a dup	licate conv of hills to on	e other party (cuch ac a
	managing agent) it so requested below, provi	ded, however, that any	failure or delay by DEB in
	providing auplicate copies of bills shall in no v	vay relieve the owner fro	om his/her/its liability to
	hay all outstanding water and sewer charges.	•	
(5)		her party, please check here	and fill out the following
	mioritation,	, ,,,,	Land an out the lonowing
(6)	Name of Party to Receive Duplicate Copies of Bills:		
(6)	Mailing Address: Street	City	State Zip
(7)	Relationsh o to Owner (check one): Managing Age		gee 🗀
_	Tenant	Other (please explain):	
	r's Approval		
The	undersigned certifies that he/she/it is the owner of the	property receiving service re	ferenced above; that he/she/it
1 94.463	rend and unitersianted Paragraphs A. D. C. under the si	BCIION CANtioned "Customer I	Billing information", and the
(8)	information supplied by the undersigned on this form is Owner's EIN or SSN(Numbers only):	true and complete to the be	st of his/her/its knowledge.
(9)	Name of Owner: ABM (1) He range went	L 110	
177	LEW EN HELLOUNGER	- 44 -	
(10)	Signature:	,	
. ,		able: la III III	
	Name and Title of Person Signing for Owner, if applic Date(mm/dd/yyyy): 10/07/07/07/07	ania indivitarizzy Af	rousiating the many
		,	,

C1. Count C3. Book OR C5. CRFN	L	C2. Date Deed Recorded C4. Page	•			4	STATE	E OF NEW Y	ISFERREPORT ORK PERTY SERVICES 'NYC
PROPERTY	INFORMATION	******						(set (next)	
1. Property Location	148 STREET NUMBER	WEST 127TH			···		IATTAN		1 10027
2. Buyer	MBM ENTERTA	INMENT LLC			ı	BORO	иви		SIP COIÆ
Name	AYINDE	· · · · · · · · · · · · · · · · · · ·			ASWAD	WE		· · · · · · · · · · · · · · · · · · ·	
	LAST NAME / CLAIPAN		<u> </u>		FIRST NAM	æ			
	ndicate where future Ta f other than buyer addre		LAST NAME / COMPA	W			FIRST NAME		
,	STREET NUMBER AND							i	i .
4. Indicate th	re number of Assessm			CITY OR TOWN		46 Diameter		STATE	
Roll parce	is transferred on the d	leed L.,	_ # of Parcels OR	Part	ol a Parcel) Board Approval - ural District Notice		
5. Deed Property		L3 1	or		. 1		paxes below as the p Type is Condom		 1
Size	FRONT FEET	DEPTH		ACRES .			struction on Vacan		
8. Setler :	MBM ENTERTAIN CAST NAME / COMP ANY	MENT LUC.			FIRST NAME				
				4	- Hear Indian				
	LAST NAME / COMP ANY		——————————————————————————————————————		FIRST NAME				
	box below which mo	_							_
	Family Residential 3 Family Residential			ᄄ	mmercial G		inment / Amuseme unity Service	ent	Industrial Public Service
SALE INFORM	MATION			سيت	4. Check one	or more of t	here conditions	as apolicabl	
	ale / Transfer	L 10 Month	/ 23 / 200 Day Year / 23 / 200 Dey Year	<u>6</u>]	B Sale B C One of Buyer of E Deed T	etween Relate I the Buyers is or Seller is Go Type not Warr	vernment Agency anty or Bargain an	Partners in Bu or Lending in Id Sale (Spec	nstitution city Below)
I his payme	Price Price Is the total amount on may be in the form of or other obligations.)	f cash, other property (nctuding personal property of goods, of the assumr	O erty. ertion of	G Signific	cant Change in Business is I	Less than Fee Intensives Property Between Cluded in Sale Property Sale From Affecting Sale From Sale Fr	n Taxable Sta xce	elus and Sale (lates
13. Indicate t	the value of personal added in the sale	<u></u>			None				
· ····	TINFORMATION -	Date should reflect	the latest Finel Asse	sment Rol	end Tay SM				
15. Building			ssessed Value (of all			· · · · · · · · · · · · · · · · · · ·		1.4	2 8 0
17. Borough,	Block and Lot / Roll	identifier(s) (If mor	e than three, attach e	sh oot wit h a	dditional iden	tifier(s))			
L MA	NHATTAN 1911	54							1
CERTIFICATIO		of the items of informs	ion entered on this form	are true and	correct (to the	best of my kne	wledge and belief)	and I unders	trad that the
and or a	willful false statement of	material fact berein wi	l subject me to the pro-	isions of the	penal law relati	ive to the maki	ing and filling of fal YER'S ATTORN	se imstrument	ls.
BLYER SIGA	HATURE / Suzud O.	Ayinde althe	ne Hobert	-	LAST NAME			IRST NAME	
STREET NUM	MEH MENA	LE AID ME THATTER SALET	<u> </u>	MB	AREA CODE	11	ELEPHONE NUMBER	11	7 -
- Jrea	IT Neck	STATE	11023 ZIP 000E		BOLER SHOWATURE	TAIN	J.C.	N-H	267/06
		•		by	Anuss	a fel	roushal	m1208	mencher 610240027520

Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 61 of 177 PageID #: 61

EXHIBIT E

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2006103001366003001EA841

RECORDING AND ENDORSEMENT COVER PAGE Document Date: 10-23-2006

PAGE 1 OF 5 Preparation Date: 10-30-2006

Document ID: 2006103001366003 Document Type: DEED

Document Page Count: 3

PRESENTER:

IMPERIAL ABSTRACT, ACC1403

AS AGENT FOR COMMONWEALTH LAND

TITLE INSURANCE CO.

441 ROUTE 306- (HOLD-FOR-PICKUP)

MONSEY, NY 10952

845-362-6410

RETURN TO:

DAVID POUR & ASSOCIATES

10 CUTTER MILL ROAD

SUITE 406

GREAT NECK, NY 11021

PROPERTY DATA

Borough MANHATTAN Block Lot 1911 54

Entire Lot

Unit Address

148 WEST 127TH STREET

Property Type: DWELLING ONLY - 4 FAMILY

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

PARTIES

0.00

00.0

52.00

0.00

GRANTOR/SELLER:

ASWAD O. AYINDE 683 MIDDLE NECK ROAD GREAT NECK, NY 11023

Additional MRT:

Recording Fee:

Affidavit Fee:

TOTAL:

GRANTEE/BUYER:

P S Y TRADING, INC. 683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Filing Fcc: Mortgage Mortgage Amount: 0.00 Taxable Mortgage Amount: 0.00 S Exemption: TAXES: County (Basic): 00.0\$ City (Additional): \$ 00.0Spec (Additional): 0.00\$ TASF: 0.00 \$ MTA: 0.00 NYCTA: 00.0

\$

\$

\$

165.00

NYC Real Property Transfer Tax:

4.061.25

NYS Real Estate Transfer Tax:

1.140.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE

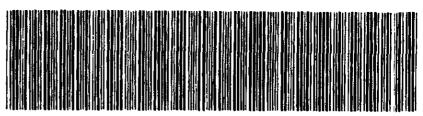
CITY OF NEW YORK Recorded/Filed

11-13-2006 09:48

City Register File No. (CRFN):

2006000626458

City Register Official Signature



2006103001366003001CAAC1

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2006103001366003 Document Type: DEFD

Document Date: 10-23-2006

Preparation Date: 10-30-2006

PARTIES

GRANTOR/SELLER:

ERIC MCGILL

683 MIDDLE NECK ROAD

GRI:AT NECK, NY 11023

Bargain and Sale Deed, with Covenant Against Grantor's Acts-consult your Lawyer before signing this instrument - this instrument should be used by Lawyers only.

THIS INDENTURE, made the 33 day of October, in the year 2006

BETWEEN

ASWAD O. AYINDE A.K.A. ERIC MCGILL (as to all of his 33 1/3% undivided interest).

Having an office at 683 Middle Neck Road, Great Neck, New York 11023

party of the first part, and

PSYTRADING, INC.

Having an office at 683 Middle Neck Road, Great Neck, New York 11023

party of the second part,

witnesseth, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

BLK: 1911 LOT: 54

SAID PREMISES being more commonly known as and by the Street

Address: 148 West 127th Street, New York, New York

Being the same premises described in the deed to the parties of the first part herein by deed dated 10/33/06, and to be recorded simultaneously herewith.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

as witness only.

ASWAD O. AYINDE A.K.A. ERIC MCGILL
By: Vincent McGill, his attorney in fact.

*POWER OF ATTORNEY

TO BE RECORDED

Arend O. ayunda ata Car Maber

SCHEDULE A

DESCRIPTION

Title Number: FUT-03819-NY

ALL that certain plot, piece or percei of land, with the buildings and improvements thereon eracted, situate, lying and being in the Borough of Manhatten, City and County of New York, bounded and described as follows:

BEGINNING at a point on the southerly side of 127th Street, distant 228 feet 6 inches easterly from the southeasterly corner of Seventh Avenue and 127th Street;

RUNNING THENCE southerly and parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the center line of the block;

THENCE easterly and along said center line, 15 feet 6 inches;

THENCE northerly and again parallel with said Avenue and partly through a party wall, 99 feet 11 inches to the southerly side of 127th Street;

THENCE westerly slong said southerly side of 127th Street, 15 feet 6 inches to the point or place of BEGINNING.

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF Mussau

]88:

On the Hoday of October, in the year 2006 before me, the undersigned, personally appeared VINCENT MCGILL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

***POWER OF ATTORNEY** TO BE RECORDED SIMULTANEOUSLY HEREWITH

JI AMETTE SOMMO Notary Public, State of New York No. 4622319 Out-like in Suito & County Completion Explices May \$1, 2007

Bargain and Sale Deed with Covenant Against Grantor's Acts

Section:

1911 Block:

Lot:

54

County:

NEW YORK (ounty

ASWAD O. AYINDE A.K.A. ERIC MCGILL

Record & Return to:

DAVID POUR & ASSOCIATES, LLP 10 CUTTER MILL ROAD, STE. 406

-to-

GREAT NECK, NEW YORK 11021

PSYTRADING, INC.

THIS SPACE FOR USE OF RECORDING OFFICE:

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2006103001366003001S66C0

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2006103001366003

Document Date: 10-23-2006

Preparation Date: 10-30-2006

Document Type: DEED

ASSOCIATED TAX FORM ID: 2006102400621

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING RP - 5217 REAL PROPERTY TRANSFER REPORT





The City of New York Department of Environmental Protection **Bureau of Customer Services** 59-17 Junction Boulevard Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

(1) (2)	ty and Owner Int							
	ty and Owner in	formation:						
(2)	Property receiving s	ervice is located	d in the Borough	of MANHATTAN				
(2)	Block: 1911			Lot: 54				
	Account Number (if	applicable):						
	Meter Number (if av	ailable-include	the letter):					
(3)	Street Address of Pr	roperty Receivin	ig Service:					
	Street 148 WEST 127	7TH STREET	**	City NY		State N	Zip 100	27
(4)	Full name, mailing a (please provide info Owner's Name	mation on owne		give information on				en/ice:
			(Last Name)	(Firs	il Name)		(N	II)
	Street 683 MIDDLE NE	CK ROAD	•	City GREAT NE	CK	State NY	Zip 110	•
	Home Phone(Number			Business Phone(No		ly);	•	
				<u> </u>				·····
	mer Billing Inform	nation:						
	ASE NOTE: Water and sewer			41 444 6 44				
í	and/or sewer serv lease, license or o charges.							
i	Water and sewer against the owner by the City of New	, a failure to p	oay such charg	jes when due ma	ay resu	it in forecl	osure of t	action h∈ lien
; !	Original bills for w specified on this fo managing agent) i providing duplicate pay all outstanding	orm. DEP will if so requeste e copies of bi	provide a dup id below, provi ills shall in no v	licate copy of bill ded, however, th way relieve the o	is to or at any	ne other pa failure or	arty (such delay by	as a DE:P in
(5)	If you would like a d information. Name of Party to Re			her party, please ch	eck her	e 🔲 and fill	out the folk	owing
(6)	Mailing Address: S		Copies or Sind.	City		State	Zip	
(0)	Relationship to Owr		Managing Age		Modes	agee 🔲		
	Kelationship to Owi	iei (check Offe).	Tenant	Other (please expla	_	1900 <u></u>		
(7)								
(7)	re Annroval							
(7) wner	's Approval	that ha/cha/it is	the owner of the	nmoerty receiving s	ervice r	eferenced a	bove: that I	ne/ishe/it
(7) wner	undersigned certifies	that he/she/it is s Paragraphs A	the owner of the	property receiving section captioned "Ci	service r ustomer	eferenced a Billing Infor	bove; that i	ne/ishe/it nd that
(7) Wner	undersigned certifies read and understands	s Paragraphs A.	B. C under the s	ection captioned "C	ustomer	· Billing Infor	mation": ar	ed that
(7) Wner The has the	undersigned certifies read and understand information supplied b	s Paragraphs A, by the undersign	B. C under the s	ection captioned "C s true and complete	ustomer	· Billing Infor	mation": ar	ed that
(7) Wner The	undersigned certifies read and understand information supplied to Owner's EIN or SSI	s Paragraphs A, by the undersign N(Numbers only):	B. C under the s	ection captioned "C	ustomer	· Billing Infor	mation": ar	ed that
(7) Wner The has the i (8) (9)	undersigned certifies read and understands information supplied to Owner's EIN or SSI Name of Owner:	s Paragraphs A, by the undersign N(Numbers only):	, B, C under the s ned on this form is	ection captioned "C s true and complete	ustomer	· Billing Infor	mation": ar	ed that
(7) Wner The has the i (8) (9)	undersigned certifies read and understand information supplied by Owner's EIN or SSI	s Paragraphs A, by the undersign N(Numbers only):	B. C under the seed on this form is	section captioned "Ci strue and complete E-mail:	ustomer to the b	· Billing Infor	mation"; ar r/its knowle	ed that

Case 1:12-cv-04167-NG-RML Document 1	Filed 08/21/12 Page 69 of 177 PageID #:
FOR CITY USE ONLY C1. County Code C2. Date Deed Recorded Month Osy Year	REAL PROPERTY TRANSFER REPORT STATE OF NEW YORK
C3. Book C4. Page C5. CRFN	RP - 5217NYC
PROPERTYINFORMATION	(Rw11/2002)
1. Property 148 WEST 127TH STREET Lacation STREET NUMBER STREET NUMBER	MANHATTAN 10027
2. Buyer P.S.Y. TRADING, INC.	FRIST NAME
VIATURE : C'SMARINE	FIRST NAME
3. Tax Indicate where future Tax Bills are to be sent Billing if other than buye: address (at bottom of form) LAST HAME / COMPANY	FRST NAME
STREET NUMBER AND STREET NAME CTY OF	
4. Indicate the resember of Assessment	Part of a Parcel 4A. Planning Board Approval - N/A for NYC 4B. Agricultural District Notice - N/A for NYC
5. Deed	Check the boxes below as they apply:
Property X CEPTH OR ACRES	8. Ownership Type is Condominium
AYINDE	7- New Construction on Vacant Land
8. Seller LAST MAME / COMPANY	FIRST NAME
MCGILL	ERIC
LAST HAME! / COMPANY	FIRST NAME
9. Check the box below which most accurately describes the use of the property at A One Family Residentia! C Residentia! Vacant Land E Non-Residential Vacant Land F	Commercial G Entertainment / Amusement I Industrial Apartment H Community Service J Public Service
SALE INFORMATION 10. Sale Contract Date 10 / 23 / 2006	14. Check one or more of these conditions as applicable to transfer:
Month Day Year	A Sale Between Relatives or Former Relatives B Sale Between Related Companies or Partners in Business C One of the Buyers is also a Seller
11. Date of Sale / Transfer [10 / 23 / 2006] Month Day Year	D Buyer or Seller is Government Agency or Lending Institution E Deed Type not Warranty or Bargain and Sale (Specify Below) F Sale of Fractional or Less than Fee Interest (Specify Below)
12. Full Sale Price S 2 8 5 0 0 0	G Significant Change in Property Between Texable Status and Sal > Dates
i Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of	Sate of Business is Included in Sale Price
mortgages or other obligations.) Please round to the nearest whole dollar amount.	Cther Unusual Factors Affecting Sale Price (Specify Below)
13. Indicate the value of personal property included in the sale	
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessmen	Roll and Tax Bill
15. Building Class (C.3) 16. Total Assessed Value (of all parcel	
17. Borough, Block and List / Roll identifier(s) (if more than three, attach sheet w MANHATTAN 1911 54	ith additional identifier(s))
CERTIFICATION Leastfur that all of the language of the	
I certify that all of the items of information entered on this form are true making of any willful false statement of smaterial flow ferein will subject me to the provisions of	e and correct (to the best of my knowledge and belief) and I understand that the
BUYER SCHOOL IN LATIO 6	BUYER'S ATTORNEY
683 Middle Nock Pd	LAST HAME FIRST HAME AREA COLE TELEPHONE NUMBER
GITT CONTINUE NUCK ING 11023	Mand O and oka Con Settler 10/2-10/c. SELLER SIGNATURE DATE OATE

Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 70 of 177 PageID #:

EXHIBIT F

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2007031800076001002E700E

RECORDING AND ENDORSEMENT COVER PAGE

Document ID: 2007031800076001 Document Date: 03-05-2007 Preparation Date: 03-19-2007

PAGE 1 OF 5

Document Type: DEED

Document Page Count: 3

PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP

633 THIRD AVENUE

3001-174355 SH

NEW YORK, NY 10017

212-850-0670

CQUARTARARO@FIRSTAM.COM

RETURN TO:

DAVID POUR & ASSOCIATES, LLP 10 CUTTER MILL ROAD, SUITE 406

GREAT NECK, NY 11021

PROPERTY DATA

Borough

Block Lot

MANHATTAN - 1911 54 Entire Lot Unit Address

148 WEST 127TH STREET

Property Type: APARTMENT BUILDING

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

PARTIES

GRANTOR/SELLER: MORAD YEROUSHALMI 683 MIDDLE NECK ROAD GREAT NECK, NY 11023

GRANTEE/BUYER:

P S Y TRADING, INC. 683 MIDDLE NECK ROAD GREAT NECK, NY 11023

x Additional Parties Listed on Continuation Page

		FEES AN
Mortgage		
Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	S	0.00
City (Additional):	\$	0.00
Spec (Additional):	\$	0.00
TASF:	\$	0.00
МТА:	\$	0.00
NYCTA:	S	0.00
Additional MRT:	\$	0.00
TOTAL:	\$	0.00
Recording Fee:	\$	52.00
Affidavit Fee:	\$	0.00

D TAXES Filing Fcc:

165.00

NYC Real Property Transfer Tax:

0.00

NYS Real Estate Transfer Tax:

RECORDED OR FILED IN THE OFFICE

OF THE CITY REGISTER OF THE CITY OF NEW YORK

Recorded/Filed

03-21-2007 09:46

00.0:

City Register File No.(CRFN):

2007000148336

City Register Official Signature



2007031800076001002C728E

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

Document ID: 2007031800076001

Document Date: 03-05-2007

Preparation Date: 03-19-2007

PAGE 2 OF 5

PARTIES

GRANTOR/SELLER:

Document Type: DEED

FARZANEH YEROUSHALMI 683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

PARTIES

GRANTEE/BUYER:

MBM ENTERTAINMENT LLC 683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

Case 1:12-cv-04167-NG-RKK Crocumbert 154 Filest 8/24/112-w Rage 73 of 177 PageID #:

Bargain and Sale Deed, with Covenant Against Grantor's Actsconsult your lawyer before agains this instrument - This instrument should be used by lawyers only.

First American Title Insurance Company of 1961

THIS INDENTURE, made the 5 day of March, in the year 2007

633 Third Avenue New York, New York 10017 T - (212) 922-9700 F - (212) 922-0881

BETWEEN

MORAD YEROUSHALMI and FARZANEH YEROUSHALMI "TENANTS IN COMMON"

Having an address at 683 Middle Neck Road, Great Neck, New York 11023

party of the first part, and

as to an undivided 33 1/2 meters

PSYTRADING, INCARDE MBM ENTERTAINMENT LLC 4 to an undivided "TENANTS IN COMMON"

Having an address at 683 Middle Neck Road, Great Neck, New York 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

BLK: 1911 LOT: 54

SAID PREMISES being more commonly known as and by the Street Address: 148 West 127th Street, New York, New York

This conveyance is made in the regular and ordinary course of business of the party of the first spart. Being the Same premises crushed togranters herein by all backel n 123/06 per 11/13/06 in CRFN 20060066 Least and CFFN 2006 000626456.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Morad Yeroushalm

Farzaneh Yeroushalmi

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF Nalson iss:

On the 5 day of March, in the year 2007 before me, the undersigned, personally appeared Morad Yeroushalmi personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

JEANETTE SOMMO
Notary Puthic, State of New York
No. 4823349
... Oldantet in Surfolk County
Commission Expires May 31, 2007

STATE OF NEW YORK COUNTY OF NAULAU SEAL

On the 3 day of March, in the year 2007 before me, the undersigned, personally appeared Farzaneh Yeroushalmi personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

JEANETTE SOMMO Notary Public, State of New York No. 4823349 Qualified in Sulfolk County Commission Expires May 31, 2007

SEAL

3001 174355 Bargain and Sale Deed with Covenant Against Grantor's Acts

Section:

Block:

1911 54

Lot: County:

New York

Yeroushalmi & Yeroushalmi

Record & Return to:

David Pour & Associates, LLP 10 Cutter Mill Road, Suite 406

-to-

Great Neck, New York 11021

PSY Trading, Inc. & MBM Entertainment LLC

THIS SPACE FOR USE OF RECORDING OFFICE:



First American Title Insurance Company of New York

Title No. 3001-174355

SCHEDULE "A"

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF 127TH STREET, DISTANT 228 FEET 6 INCHES EASTERLY FROM THE SOUTHEASTERLY CORNER OF SEVENTH AVENUE AND 127TH STREET;

RUNNING THENCE SOUTHERLY AND PARALLEL WITH SAID AVENUE AND PARTLY THROUGH A PARTY WALL, 519 FEET 11 INCHES TO THE CENTER LINE OF THE BLOCK;

THENCE EASTERLY AND ALONG SAID CENTER LINE, 15 FEET 6 INCHES;

THENCE NORTHERLY AND AGAIN PARALLEL WITH SAID AVENUE, AND PARTLY THROUGH A PARTY WALL, 99 FEET 11 INCHES TO THE SOUTHERLY SIDE OF 127TH STREET;

THENCE WESTERLY ALONG SAID SOUTHERLY SIDE OF 127TH STREET, 15 FEET 6 INCHES TO THE POINT OR PLACE OF BEGINNING.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

76

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

Document Type: DEED



2007031800076001002SBE8F

SUPPORTING DOCUMENT COVER PAGE Document ID: 2007031800076001

Document Date: 03-05-2007

PAGE 1 OF 1

Preparation Date: 03-19-2007

ASSOCIATED TAX FORM ID: 2007030100200

SUPPORTING DOCUMENTS SUBMITTED:

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING RP - 5217 REAL PROPERTY TRANSFER REPORT **SMOKE DETECTOR AFFIDAVIT**

Page Count 1

2

1





The City of New York
Department of Environmental Protection Bureau of Customer Services 59-17 Junction Boulevard Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

Prope	erty and Owner Information:
(1)	
	Block: 1911 Lot: 54
(2)	
	Meter Number (if available-include the letter):
(3)	
245	Street 148 WEST 127TH STREET City NY State NY Zip 10027
(4)	Full name, mailing address, home phone and business phone numbers of owner of property receiving service: (please provide information on owner ONLY; do NOT give information on property manager or tenant):
	Owner's Name Business: P S Y TRADING, INC.
	or Individual:
	(Last Name) (First Name) (MI)
	Street 683 MIDDLE NECK ROAD City GREAT NECK State NY Zip 11023
	Home Phone(Numbers only): Business Phone(Numbers only):
Custo	mer Billing Information:
	EASE NOTE:
A.	Water and sewer charges are the legal responsibility of the owner of a property receiving water
	and/or sewer service. The owner's responsibility to pay such charges is not affected by any
	lease, license or other arrangement, or any assignment of responsibility for payment of such
	charges.
В.	Water and sewer charges constitute a lien on the property until paid. In addition to legal action
	against the owner, a failure to pay such charges when due may result in foreclosure of the lien
	by the City of New York, or the property being placed in a lien sale by the City.
C.	Original bills for water and/or sewer service will be mailed to the owner, at the owner's address
•	specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a
	managing agent) if so requested below, provided, however, that any failure or delay by DEP in
	providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to
	pay all outstanding water and sewer charges.
(5)	
(0)	information:
	Name of Party to Receive Duplicate Copies of Bills:
(6)	
(7)	
	Tenant Other (please explain):
)wne	r's Approval
The	e undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it
has	s read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that
	information supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.
(8)	INCU material control in the second s
(9)	inamie of Owner. 1971 Maching 1971
/40	1) Signature: () \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
(TU	Name and Title of Person Signing for Owner, if applicable: Farzangh Whowdow, Preadle
	Name and Title of Person Signing for Owner, if applicable: Farzaneh Glowalnu, Preache Date(mm/dd/yyyy): 3 /5 /07
	•

2007030100200101

1 1

FOR CITY USE GNLY C1. County Code C2. Date Deed C3. Book C4. Page C5. CFN PROPERTYINFORMATION	REAL PROPERTY TRANSFER REPORT STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICES RP - 5217NYC (Rev114202)				
1. Property 148 WEST 127TH STREET Location STREET NUMBER STREET NUMBER 2. Buryer Name PS Y TRADING, INC. LAST NAME / COMPANY MBM ENTERTAINMENT LLC LIGHT NAME / COMPANY	MANHATTAN 10027 BOROUGH ZEP CO DE FIRST NAME				
3. Tax Indicate where future Tax Bits are to be sent Billing if other than buyer address (at bottom of form) Address STREET NUMBER AND STREET NAME CITY OR 4. Indicate the number of Assessment Roll parcels transferred on the deed	AA. Planning Board Approval - N/A for NYC				
S. Dead Property X OEPTH OR ACRES Size YEROUSHALMI S. Seller LAST NAME / COMPANY	4B. Agricultural District Notice - N/A for NYC Check the boxes below as they apply: 8. Ownership Type is Condominium 7. New Construction on Vacant Land MORAD FRIST NAME				
YEROUSHALMI LAST NAME / COMPANY 9. Check the box below which most accurately describes the use of the property at A One Family Residential C Residential Vacant Land E B 2 or 3 Family Residential D Non-Residential Vacant Land F	Commercial G Entertainment / Amusement I Industrial Apartment H Community Service J Public Service				
11. Date of Sale / Transfer 12. Full Sale Price \$ (Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.	14. Check one or more of these conditions as applicable to transfer: A Sale Between Relatives or Former Relatives B Sale Between Related Companies or Partners in Business C One of the Buyers is also a Seller Buyer or Seller is Government Agency or Landing Institution E Deed Type not Warranty or Bargain and Sale (Specify Below) F Sale of Fractional or Less than Fee Interest (Specify Below) G Significant Change in Property Between Taxable Status and Selle Dates H Sale of Business is included in Sale Price (Specify Below) None				
13. Indicate the value of personal property included in the sale ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment	nt Roll and Tax Bill				
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessment Roll and Tax Bill 15. Building Class C 3 16. Total Assessed Value (of all parcels in transfer) 1 4 2 8 0 17. Borough, Block and Lot / Roll identifier(s) (If more than three, attach sheet with additional identifier(s)) MANHATTAN 1911 54					
CERTIFICATION I certify that all of the items of information entered on this form are to making of any willful fable statement of material fact herein will subject me to the provisions ST TRUNG, THE BUYER BLYER SIGNATURE FOR ZONE & YEVENS hall got DATE 683 Middle Necle Rd STREET NAME (AFTER SALE) LINEAT NECLE WELL RD CITY OR TOWN STATE ZIP CODE	The and correct (to the best of my knowledge and belief) and I understand that the of the penul law relative to the making and filing of false instruments. BUYER'S ATTORNEY LAST MAME FROM FROM SEACORE FREEPHONE NAME SEACORE SEACO				

: 1

furnishing dist file	e items of information entered on this t making of any willful false statement of g of false instruments.	orm are true and corre- i material fect berein w	ct (to the best of my knowledge as Ill subject me to the provisions of	nt belief) and the penal law relative to
7 Locus &	2 3/5/07 Vermindren Pressens	Pour	BUYER'S ATTORNEY	ed
STREET MARKET STREET MARK UNTE	cikfd.	516	8291998 TELEPHONE NAMES	
Great Neck	NU 11023	/////	SELER SELECTION OF THE PERSON	3/5/07
CITY OR TOWN	SIP CODE	Morad /11	ouskalmi	- ale

1.1

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York) SS.:				
County of Alasan.				
The undersigned, being duly sworn, depose the real property or of the cooperative shar	e and say under pender in a cooperative of 127TH STREET	corporation owning	t they are the gra g real property k	ntor and grantce of: scated at
Street Add			,	Unit/Apt.
MANHATTAN	New York,	1911	54	the "Premises");
Borough		Block	Lot	
two-family dwelling, and that installed in to compliance with the provisions of Article the City of New York concerning smoke do That they make affidavit in compliance wi	6 of Subchapter 17 of crecting devices;	of Chapter 1 of Tit	le 27 of the Adm	inistrative Code of
signatures of at least one grantor and one g	grantee are required,	and must be nota	rized).	
Morad Yeroushalmi Farkaneh	Yerouskylmi			184 Entertainment 49
Mora d Leavent E	by	11200	of Grantee (Type or	by level Newall
Signature of Grantor	1/4	trzanen yer Prece	ignature of Grantee but at Yel Leat	nulmber
Sworn to before me		yorn to before me is 1.5 mg date	March	19 <i>200</i> 7
JEANETTE SOMM Notary Public, State of No. 4227349 Oundiffer in State Commence Lay These statements are made with the know a crime of perjury under Article 210 of the	New York County SEA ledge that a willfull the Penal Law	y false representat	ion is unlawful a	SEAL State of New York 4523349 Sufficile County Cites May 31, 2007 nd is punishable as
NEW YORK CITY REAL PROPERT 6th, 1990, WITH RESPECT TO THE COOPERATIVE APARTMENT OR A WILL NOT BE ACCEPTED FOR FIL	CONVEYANCE O CONDOMINIUM	F A ONE- OR T UNIT IN A ONE	WO-FAMILY I - OR TWO-FAN	OWELLING, OR: A MILY DWELLING,

2007030100200101

EXHIBIT G

NYC INTERARTMENTO DEFINANCIO OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2007031800076002002E704A

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2007031800076002

Document Date: 03-05-2007

Preparation Date: 03-19-2007

Document Type: DEED

Document Page Count: 3

PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP

633 THIRD AVENUE

3001-174355 SH

NEW YORK, NY 10017

212-850-0670

COUARTARARO@FIRSTAM.COM

RETURN TO:

DAVID POUR & ASSOCIATES, LLP 10 CUTTER MILL ROAD, SUITE 406

GREAT NECK, NY 11021

PROPERTY DATA

Borough

Block Lot

Unit

Address

MANHATTAN

1911 54

Entire Lot

148 WEST 127TH STREET

Property Type: APARTMENT BUILDING

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

GRANTOR/SELLER: P S Y TRADING, INC.

683 MIDDLE NECK ROAD GREAT NECK, NY 11023

PARTIES

GRANTEE/BUYER:

MORAD YEROUSHALMI 683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

x Additional Parties Listed on Continuation Page

FEES AND TAXES

		LINE CORTA
Mortgage		
Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	\$	0.00
Exemption:		
TAXES: County (Basic):	\$	0.00
City (Additional):	\$	0.00
Spec (Additional):	\$	0.00
TASF:	\$	0.00
МТА:	\$	0.00
NYCTA:	\$	0.00
Additional MRT:	S	0.00
TOTAL:	\$	0.00
Recording Fee:	\\$	52.00
Affidavit Fee:	\$	0.00

Filing Fcc: 165.00 NYC Real Property Transfer Tax: 0.00

NYS Real Estate Transfer Tax:

00.0

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed

03-21-2007 09:46

City Register File No.(CRFN):

2007000148337

City Register Official Signature

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2007031800076002002C72CA

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 5

Document ID: 2007031800076002

Document Type: DEED

Document Date: 03-05-2007

Preparation Date: 03-19-2007

1 1

PARTIES

GRANTOR/SELLER:

MBM ENTERTAINMENT LLC

683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

PARTIES

GRANTEE/BUYER:

FARZANEH YEROUSHALMI

683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

3თქ - 174355 მსაბრ: 1911 ბოლნე ქ Case 1:12-cv-04<u>167</u>-NG-RMI<u>ster Dog</u>ument 1 Filed 08/21/12 Page <mark>(4</mark>)of 177 PageID #:

Bargain and Sale Deed, with Covenant Against Grantor's Acts-CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

First American Tate Insurance Company of New York

633 Third Avenue

THIS INDENTURE, made the 5 day of March, in the year 2007

Kew York, New York 10017 T - (212) 922-6700 F - (212) 922-0881

BETWEEN

P S Y TRADING, INC. & MBM ENTERTAINMENT LLC

Having an address at 683 Middle Neck Road, Great Neck, New York 11023

party of the first part, and

MORAD YEROUSHALMI and FARZANEH YEROUSHALMI "TENANTS IN COMMON"

Having an address at 683 Middle Neck Road, Great Neck, New York 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the Second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the $\frac{1}{3}$

SEE SCHEDULE "A" ATTACHED HERETO

BLK: 1911 LOT: 54

1 Pt :

SAID PREMISES being more commonly known as and by the Street Address: 148 West 127th Street, New York, New York

This conveyance is made in the regular and ordinary course of business of the party of the first part. Being the same premises conveyed to grantor's herein by deeds dated 10/23/06, recorded, 11/13/06 in CRFN 2006000626448 and CRFN 2006000626456.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

PS Y TRADING, INC.

By: Farzaneh Yeroushalmi, President

1

By: Morad eroushalmi, Managing Member

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF Name

On the 5 day of March, in the year 2007 before me, the undersigned, personally appeared Morad Yeroushalmi personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notac Public

JEANETTE SOMMO

'Notary Public, State of New York
Notary Public, State of New York
Notary Public, State of New York
Commission Expires May 31, 2007

STATE OF NEW YORK COUNTY OF Nation

]]sa:

]88:

On the Sday of March, in the year 2007 before me, the undersigned, personally appeared Farzaneh Yeroushalmi personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

ary Public

JEANETTE SOMMO Notary Public, State of New York No. 4823349 Ouaffiled in Suffolk County Commission Expires May 31, 2003 EAT

3001-17435S

Bargain and Sale Deed with Covenant Against Grantor's Acts

Section:

Block:

1911

Lot:

54

County:

New York

3O~

PSY Trading, Inc. & MBM Entertainment LLC

Record & Return to:

David Pour & Associates, LLP 10 Cutter Mill Road, Suite 406 Great Neck, New York 11021

-to-

Yeroushalmi & Yeroushalmi

THIS SPACE FOR USE OF RECORDING OFFICE:



First American Title Insurance Company of New York

Title No. 3001-174355

SCHEDULE "A"

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND SITUATE, LYING AND BEING IN THE BOROUGH OF MANHATTAN, CITY, COUNTY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDE OF 127TH STREET, DISTANT 228 FEET 6 INCHES EASTERLY FROM THE SOUTHEASTERLY CORNER OF SEVENTH AVENUE AND 127TH STREET;

RUNNING THENCE SOUTHERLY AND PARALLEL WITH SAID AVENUE AND PARTLY THROUGH A PARTY WALL, 99 FEET 11 INCHES TO THE CENTER LINE OF THE BLOCK;

THENCE EASTERLY AND ALONG SAID CENTER LINE, 15 FEET 6 INCHES;

THENCE NORTHERLY AND AGAIN PARALLEL WITH SAID AVENUE, AND PARTLY THROUGH A PARTY WALL, 99 FEET 11 INCHES TO THE SOUTHERLY SIDE OF 127TH STREET;

THENCE WESTERLY ALONG SAID SOUTHERLY SIDE OF 127TH STREET, 15 FEET 6 INCHES TO THE POINT OF PLACE OF BEGINNING.

THE policy to be issued under this report will insure the title to such buildings and improvements erected on the premises, which by law constitute real property.

FOR CONVEYANCING ONLY: TOGETHER with all the right, title and interest of the party of the first part, of in and to the land lying in the street in front of and adjoining said premises.

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2007031800076002002SBECB

SUPPORTING DOCUMENT COVER PAGE Document ID: 2007031800076002

Document Date: 03-05-2007

PAGE 1 OF 1 Preparation Date: 03-19-2007

ASSOCIATED TAX FORM ID: 2007030100168

SUPPORTING DOCUMENTS SUBMITTED:

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING RP - 5217 REAL PROPERTY TRANSFER REPORT

1.1

SMOKE DETECTOR AFFIDAVIT

Document Type: DEED

Page Count

2



The City of New York Department of Environmental Protection Bureau of Customer Services 59-17 Junction Boulevard Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing

	The state of the s
rope	ly and Owner Information:
(1)	Property receiving service is located in the Borough of MANHATTAN
	Block: 1911 Lot: 54
(2)	Account Number (if applicable):
	Meter Number (if available-include the letter):
(3)	Street Address of Property Receiving Service:
	Street 148 WEST 127TH STREET City NY State NY Zip 10027
(4)	Full name, mailing address, home phone and business phone numbers of owner of property receiving service:
• •	(please provide information on owner ONLY; do NOT give information on property manager or tenant):
	Owner's Name Business:
	or individual: Yeroushalmi Morad
	(Last Name) (First Name) (MI)
	Street 683 MIDDLE NECK ROAD City GREAT NECK State NY Zip 11023
	Home Phone (Numbers only): Business Phone (Numbers only):
usto	ner Billing Information:
	SE NOTE:
	Vater and sewer charges are the legal responsibility of the owner of a property receiving water
7.	
	nd/or sewer service. The owner's responsibility to pay such charges is not affected by any
	ease, license or other arrangement, or any assignment of responsibility for payment of such
_	harges.
B.	Vater and sewer charges constitute a lien on the property until paid. In addition to legal action
	gainst the owner, a failure to pay such charges when due may result in foreclosure of the lien
	y the City of New York, or the property being placed in a lien sale by the City.
C.	Priginal bills for water and/or sewer service will be mailed to the owner, at the owner's address
	pecified on this form. DEP will provide a duplicate copy of bills to one other party (such as a
	nanaging agent) if so requested below, provided, however, that any failure or delay by DEF in
	roviding duplicate copies of bills shall in no way relieve the owner from his/her/its liability to
	ay all outstanding water and sewer charges.
(E)	•
(5)	If you would like a duplicate copy of bills sent to another party, please check here ☐ and fill out the following information:
	Name of Party to Receive Duplicate Copies of Bills:
(6)	Mailing Address: Street City State Zip
(7)	Relationship to Owner (check one): Managing Agent Mortgagee Mortgagee
(-,	Tenant Other (please explain):
	B Approval
	indersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it ead and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that
	formation supplied by the undersigned on this form is true and complete to the best of his/her/its knowledge.
(8)	
(9)	Name of Owner: PSY Trading, Inc
(-/	~ · · · · ·
(10	Signature: Monthall
,,,	Name and Title of Person Signing for Owner, if applicable: Farzaneh Jerouskalmi
	Date(mm/dd/yyyy): 03 / 07 /06
	manding management A D L A D L C L L

,			89		
C3. Book OR C5. CRIFN	ity Code C2.	Date Deed / / Recorded Month Day Year G4. Page		STATE OF STATE OF REAL RP - 52	TRANSFER REPORT NEW YORK LPROPERTY SERVICES 217NYC 12802)
-	***************************************				
1. Property Location		EST 127TH STREET	·	ANHATTAN	į 10027 j
	GINET HOMBER	STREET NAME		BOROUGH	AP CIDE
2. Buyer	YEROUSHALMI		MORAD		
Name	LAST NAME / COMPANY		FIRST NAME		,
	YEROUSHALMI		FARZANEH		
	LAST NAME / COMPANY		FRSTIALE		
3. Tax	Indicate where future Tax Bills	are to be sent			
Rilling Address	if other than buyer address (at	bottom of form) LAST MARE / COMPANY			
	1			FIRST NAME	
	STREET NUMBER AND STREET	NAME	TY OR TOWN	1	
4. Indicate t	the number of Assessment				STATE ZIP CC DE
Roll parc	els transferred on the deed	# of Parcels OR		anning Board Approval - N/A	
		_ ··· L	48. A	pricultural District Notice - N/	
5. Deed Property	x	lon i		the boxes below as they at	
Size	PROKT FEET	DEPTH AC	rup-a	nership Type is Condomiratum	
	PS Y TRADING, INC.		7. Nev	Construction on Vacant Lan	4 []
8. Seller [Name	LAST HAME / COMPANY		1		1 .
	MBM ENTERTAINMEN	THE	FIREY MANNE		
Ľ	CAST HAVE / COMPANY		1		1
A 61L M			PIRST NAME		
V. CHECK DR	a pox below which most acc	zurately describes the use of the prope	rty at the time of sale:		
	Family Residential C	Residential Vacant Land	Commercial G E	ntertainment / Amusement	I Industrial
B 2 or	3 Family Residential D	Non-Residential Vacant Land F		Community Service	J Public Service
SALE INFOR	MATION		14. Check one or mor	o of these conditions as ap	policable to two to
10. Sale Cor	ntract Date	3 / 5 / 2007		Relatives or Former Relatives	•
		1 3 / 5 / 2007 Month Day Year	B Sale Between	Related Companies or Partne	
			C One of the Buy	rers is also a Seller	
11. Date of 8	Sale / Transfer	1 3 / 5 / 2007	D Buyer or Seiler	ls Government Agency or Le	nding Institution
		monus Day rest	E Deed Type no	t Warranty or Bargain and Sal	e (Specify Below)
12. Full Sale	e Price \$			nal of Less than Fee Interest (
/ Evil Pala	Orden in the total account		- Signal Cank Chi	inge in Property Between Tax	able Status and Sale Dates
(run same This paym	r Price is the total emplint paid tent may be in the form of cash	for the property including personal propert i, other property or goods, or the assumption		se is included in Sale Price	
mortgages	s or other obligations.) Pleas	e round to the nearest whole dollar amoun	Ciner Unitation	Fectors Affecting Sale Price (Specify Below)
13, indicate	the value of personal	•	,		
	luded in the sale				
ASSESSMEN	NT INFORMATION - Data	should reflect the latest Final Assess	ment Roll and Tax Bill		
					_
15. Building	Class C 3	16. Total Assessed Value (of all p	arcels in transfer)		1 4 2 8 0
				, , , , , , , , , , , , , , , , , , , ,	
17. Borough	h, Block and Lot / Roll Ident	iffier(s) (if more than three, attach sh	eet with additional identifier(s))	
M	ANHATTAN 1911 54	4			
CERTIFICAT	TONE I				
CERTIFICAT	Treated in the second in the	items of information entered on this form a	re true and correct (to the best of a	ny kaowiedge and belief) and f	understand that the
contact of any	WILLIAM STATEMENT OF COME	rial fact herein will subject me to the provin	ions of the penal law relative to the		traments.
			i n	BUYER'S ATTORNEY	٨
March	Lanel	13/5/07	MIN	. Dr	ved .
BUYEV SK	CHANGE ALLOWS	CATE DATE	LABY NAME	PHRST H	AME
1/04	3 //:1/4	$\mathcal{L} \Theta J$		ma A. 1043	
SIRFET M	J MU CANUMU	E (AFTER SALE)	5/4	824-1490	
	OINCLI NAM	on the said said of	ANEA GODE	(LLEPHONE NUMBER SELLER	
Area	TNeck	M 11023			12/2/1
CITY OR TO	XXX	BTANE ZEP COOF	1 1 1 1 1 1 1	~ "//~e.X-	NP10107
		U	PSY Tradence In	- //s. / !!h.	K
				NO DE VENE	200703010016820
			MBM Euterta	W 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	AND LOS LABORIA

CERTIFICATION	Contibution at a stee has		d			
	i contify that all of the learns of information entered on this form are true and correct (to the heat of my knowledge and build) and understand that the making of any willful false abdorment of material fact herein will subject me to the provisions of the penal law relative to the making and filing of false instruments.					
PY	BUNER	11-15-06	Cra	N CV	ATTORNEY DEN 110	detti
44 Maple	Street	BAYE	718	428-9180	SHET NAME	
Great Ne	STREET HAVE (AFTER SAL)	M/ 1/02/	m Ban Der	elograduet,	9	11-15-16
CITY CAR TOWN		SYATE ZIP COOR	C SELLER BONATURE	Λ.	MANUALLA DA	

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grather real property or of the cooperative shares in a cooperative corporation owning real property			located at	
148 '	WEST 127TH STREE	T		
S	reet Address		•	Unit/Apt.
MANHATTAN	New York,	1911	54	. (the "Premises");
Borough		Block	Lot	
the City of New York concerning sn	loke detecting devices;			
The sale and a distance in according	nee with New York City	Administrative Code	Section 11-2	105 (a) (The
That they make affidavit in complia				105 (g). (The
That they make affidavit in complia signatures of at least one grantor and				/
	d one grantee are required	d, and must be notari		105 (g). (The
signatures of at least one grantor and	En la taunyment L	d, and must be notari	zed). Lerocesk <i>ol</i> m	Morad Yepu
	En la taunyment L	d, and must be notari		Morad Yepu
rading fre MBM Name of Grantos (Type	En to ta comment L	d, and must be notari	zed). Lrous Lohn. Grantee (Type	Monage Yerous or Print)
Name of Grantor (Type	En to ta comment L	d, and must be notari	zed). Lerocesk <i>ol</i> m	Monage Yerous or Print)
Name of Grantos (Type) Page 1 Fourskal Bu. By 110	En teta cryment L	d, and must be notari	zed). Lrous Lohn. Grantee (Type	Monage Yerous or Print) Aland or
Name of Grantor (Type	En teta cryment Ll	C. Farzanel	2 rous Lohn. If Grantee (Type) Author of Grant	Monage Yerous or Print)
Name of Grantor (Type Name of Grantor (Type Pane Signature of Grantor Sworn to before me this date of Lar Cu	En tet a cryment L	Farzunel Name o Sig	I rous Lahne of Grantee (Type nature of Grant LEANETTE	Moran Yurous or Print) 2 Alas Yurous 2007 SOMMO
Name of Grantor (Type Name of Grantor (Type Pana Signature of Grantor Sworn to before me this date of larcus No. 4523 No. 4523	En the acrument Library OF ALL TACRUMENT LIBRARY OF ALL TACRUMENT LIBRARY OF ALL TACRUMENT LIBRARY OF ALL TACRUMENT LIBRARY SOMMO OF OIL New York 1349	Name of Signature date of the state of the s	JEANETTE NO. 455	Meass Virous or Print) SOMMO ale of New York 23349 SIGNED
Name of Grantor (Type) No. 4525 Onalified in Sufficient (State) Commission Expire	SOMMO Sold New York Sold Sold New York Sold Sold Sold New York Sold Sold Sold Sold Sold Sold Sold Sold	Farzanel Name o Sig	JEANETTE AND PUBLIC, SI NO. 45: Gualified in Suntaission Expired.	Means Urous or Print) 192007 SOMMO ate of New York 23349 atiolk County es May 31, 2007
Name of Grantor (Type Name of Grantor (Type Pana Signature of Grantor Sworn to before me this date of larcus No. 4523 No. 4523	En In the cryment Library or usea Verrustalan 3007 30000 301 304 304 304 304 305 Knowledge that a willfull	Farzanel Name o Sig	JEANETTE AND PUBLIC, SI NO. 45: Gualified in Suntaission Expired.	Means Urous or Print) 192007 SOMMO ate of New York 23349 atiolk County es May 31, 2007

New York City Department of Finance Office of the City Register

HELP A CO

DOCUMENT ID: 2007031800076001	[Main Options] [Search Res	uits] [Document Details]	[Show Supporting Documents]	[Show Tax Returns]	[Print Document]
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EXHIBIT H

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2004011300866001001E80EA

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2004011300866001

Document Date: 10-29-2003

Preparation Date: 01-13-2004

Document Type: DEED, OTHER

Document Page Count: 3

PRESENTER:

TEAM EXAMINERS 193 JORALEMON STREET BROOKLYN, NY 11201

718-596-4844

CGN-320984-K (CITY & GUILDS)

RETURN TO:

CITY & GUILDS TITLE CO.

2425 GRAND AVENUE

SUITE 201

BALDWIN, NY 11510

PROPERTY DATA

Borough **BROOKLYN** Block Lot

1972 38 Entire Lot Unit Address

187 GATES AVENUE

Property Type: DWELLING ONLY - 4 FAMILY

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

GRANTOR:

SUBHANA RAHIM 187 GATES AVENUE

BROOKLYN, NY 11238

PARTIES

GRANTEE: JANINA DAVIS

139 CLINTON AVENUE

BROOKLYN, NY 11205

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage Mortgage Amount: 0.00 Taxable Mortgage Amount: 0.00Exemption:

TAXES: County (Basic): 00.0City (Additional): \$ 0.00Spec (Additional): \$ 0.00TASF: \$ 0.00\$ 00.0MTA: NYCTA: 00.0\$ 0.00 TOTAL: \$

NYC HPD Affidavit in Lieu of Registration Statement

Recording Fee: \$ 52.00 Affidavit Fee: \$

NYC Real Property Transfer Tax Filing Fee:

NYS Real Estate Transfer Tax:

3,400.00 RECORDED OR FILED IN THE OFFICE

OF THE CITY REGISTER OF THE CITY OF NEW YORK

Recorded/Filed

03-09-2004 15:56

50.00

City Register File No.(CRFIV):

2004900142039

City Register Official Signature

95

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) Document Date: 10-29-2003

Document ID: 2004011300866001

Document Type: DEED, OTHER

PAGE 2 OF 5 Preparation Date: 01-13-2004

PARTIES

GRANTOR:

ASWAD AYINDE 187 GATES AVENUE BROOKLYN, NY 11238 CORSULT YOUR LAWYER DEPORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

THIS INDENTURE, made on the 29 st day y October, 2003

Subhana Rahim and Asuad Aginde with a mailing address of 184 Bates Avenue Brooklyn. 184 1228

party of the first part, and

Janina Davis, 139 Clinton Avanue, Brooklyn, W 1205

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the huildings and improvements thereon erected, situate, lying and being in the

See attached Schedule A-1 (Description)

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And the parts of the first part to Said Plemics have been entered in any war first part will receive the consideration for this conveyance and will hold the right to receive such consideration satisfies a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first part to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has dilly executed this died the day and year first above

written.

IN PRESENCE OF:

Subhang Value

Arouse Aminde

ACKNOWLEDGMENT IN NEW YORK STATE (RPL 309-e) ACKNOWLEDGMENT BY SUBSCRIBING WITHERS Filed 08/21/12 Page 97 of 177 PageID #: State of Cascal Claury Vr04267 NG-RML មូលcument 1 On Actific 29, 2003 before me, the undersigned. County of personally appeared Subhana Ralyini On As wad Ay Nde personally known to me or proved to me or the basis of satisfacbefore me, the undersigned, personally appeared tory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that the subscribing witness(es) to the foregoing instrument, with he/she/they executed the same in his/her/their capacity(ics), whom I am personally acquainted, who, being by me duly and that by his/her/their signature(s) on the instrument, the inklisworn, did depose and say that he/she/they reside(s) in (if the vidual(s), or the person upon behalf of which the individual(s) place of residence is in a city, include the street and street number. acted, executed the instrument. if early, thereoff; Notary Public, State of New No. 01MO6095591 Qualified in Kings County Commission Expires July 14, 2007 that he/she/they know(s) ACKNOWLEDGMENT OUTSIDE NEW YORK STATE (RPL 300-b) State of County of to be the individual(s) described in and who executed the forebefore me, the undersigned, going instrument; that said subscribing witness(es) was (were) personally appeared present and saw said execute the same; and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto. personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) ([]) if taken outside New York State insert city or political subdivision and st subscribed to the within instrument and acknowledged to me or country or other place acknowledgment rates. And that said subscribing that he/she/they executed the same in his/her/their capacity(ies), witness(es) made such appearance before the undersigned in and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in linsers city or political subdivision and mate or county or other place acknowl edoment tuken) DAPHNE MOHALES (signature and office of individual saking achieveledgment) Notary Public, State of New York No. 01MO6095591 Qualified in Kings County Commission Expires July 14, 2007 Bargain and Sale Beeb SECTION: WETROUT COVENANT AGAINST CRANTIN'S ACTS BLOCK TITLE No. LOT COUNTY OR TOWN TO RETURN BY MAIL TO: Zip No. use of Recording rel spage sid:

delity National time mannance company on se

Title No.: 01-3706-3761-K

BO IN

SCHEDULE A-I (Description)



ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Gates Avenue, distant 198 feet westerly from the corner formed by the intersection of the northerly side of Gates Avenue with the westerly side of Classon Avenue;

RUNNING THENCE westerly along the northerly side of Gates Avenue, 22 feet;

THENCE northerly parallel with Classon Avenue 89 feet 7 inches more or less, to a point;

THENCE easterly along said land 22 feet 7/8ths of an inch (22 feet 0 ½ inches per survey) to a point where the same would be intersected by a line drawn parallel with Classon Avenue from the place of Beginning;

THENCE southerly along said line parallel with Classon Avenue 88 feet 4 inches, to the northerly side of Gates Avenue at the point or place of BEGINNING.

80 IN ORIGINAL

THE POLICY TO BE ISSUED under this Certificate will insure the title to such buildings and improvements on the premises which by law constitute real property.

FOR CONVEYANCING ONLY: Together with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

*HEDULE A-I (DESCRIPTION)

新月52トコニウ88

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2004011300866001001S4E6B

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document Date: 10-29-2003

Preparation Date: 01-13-2004

Document ID: 2004011300866001 Document Type: DEED, OTHER

SUPPORTING DOCUMENTS SUBMITTED:

Page Count

RP-5217 REAL PROPERTY TRANSFER REPORT

. 100	
FOR CITY USE ONLY C1. County Code C2. Date Deed Recorded Month Day Year C3. Book C4. Page C5. CRFN PROPERTY INFORMATION	REAL PROPERTY TRANSFER REPORT STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICES RP - 5217NYC [Pert 1/2002]
1. Property 187 Kates West	re Bollyn,
2. Buyer Name Colerany	1 January
LAST NAME / COMPANY	FIRST MAKE
3. Tax indicate where future Tax Bills are to be sent Billing if other than buyer address (at bottom of form) [AST NAME / COMPANY]	FIRST NAME
STREET NUMBER AND STREET NAME CITY OR T	OWW STATE ZP-CODE
4. Indicate the number of Assessment Roll parcels transferred on the deed # of Parcels OR	Part of a Parcel 4A. Planning Board Approval - N/A for NYC 4B. Agricultural District Notice - N/A for NYC
5. Deed Property RONTREE X OFFIN OR ASSES	Check the boxes below as they apply: 6. Ownership Type is Condomhium
DO high	7. New Construction on Vacant Land
Name OST MANE / COMPANY	FERGY NAME
Hyinde	1 HSwad
9. Check the box below which most accurately describes the use of the property a	t the time of sale:
A One Family Residential C Residential Vacant Land E Non-Residential Vacant Land F	Commercial G Entertainment / Amusement I Industrial Apartment H Community Service J I I Public Service
SALE INFORMATION	14. Check one or more of these conditions as applicable to transfer:
10. Safe Contract Date Month Day Year 11. Date of Safe / Transfer Month Day Year	A Sale Between Relatives or Former Relatives B Sale Between Related Companies or Partners in Business C One of the Buyers is also a Seiter D Buyer or Seiter is Government Agency or Lending Institution E Oced Type not Warranty or Bergain and Sale (Specify Relow)
12. Full Sale Price	F Sale of Fractional or Less than Fee Interest (Specify Sciow) G Significant Change in Property Setween Taxable Status and Sale Dates
(Full Sale Price is the total amount paid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of mortgages or other obligations.) Please round to the nearest whole dollar amount.	H Sale of Business is included in Sale Price
13. Indicate the value of personal property included in the sale	
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessmen	ni Roif and Tax Bill
15. Building Class 63 16. Total Assessed Value (of all parce	ols in transfer)
17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach sheet	with additional identifier(s)
CERTIFICATION I	10.50 J
making of the willful false statement of material fact herein will subject me to the provisions BUYER OUTER SIGNATURE LA HATE LA CALLED LA	rue and correct (to the best of my knowledge and belief) and I understan I that the of the penal law relative to the making and filing of fabe instruments. BUYER'S ATTORNEY LAST NAME FIRST NAME FIRST NAME FIRST NAME
STATES HUMBER STATE S	SELLEN SALVER SA

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York)	
County of Kings SS:	
the real property or of the cooperative shares in a cooper	
Brook Ly 14 New York Baraugh	tialty/Apt. 1972 38 (the "Promises");
That the Premises is a one or two family dwelling, or a compliance with the provisions of Article 5 of Subchapte the City of New York concerning smoke detecting devices	s an approved and operational smoke detecting device in or 17 of Chapter 1 of Title 27 of the Administrative Code of
That they make affidavit in compliance with New York C signatures of at least one grantor and one grantee are requ	Lity Administrative Code Section 11-2105 (g). (The uired, and must be notarized).
Sublique Cahim Asiad Ayinde	- Tanina Davis
Name of Granter (Appe or Print)	Name of Grantee (Type or Point)
Signature of Granker	Signature of Grantee
Sworm to before me finis	Swom to before me Outside an 1200

DAPHNE MORALES Notary Public, State of New York No. 01MO6095591

Qualified in Kings County

DAPHNE MORALES Notary Public, State of New York No. 01MO6095591

Qualified in Kings County

Qualified in Kings County

These statements are made with the knowledge that a willfully false representations from the knowledge that a willfully false representation to the knowledge that a will be a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 102 of 177 PageID #: 102

MEMORANDUM

SUPREME COURT		KINGS COUNTY
Subhana Rahim		,
	Plaintiff,	

-against-

Arune Destula (a.k.a. Aswad Ayinde), Janina Davis, Veronica Villalobos, Homecomings Financial Network, Inc. Defendants CIVIL TERM PART 13 DATED: Dec. 13, 2004

BY: H. KRAMER J.

INDEX NO. 31765/04

The following papers have been read on this motion:

Notice of Motion/Order to Show Cause/	Papers Numbered
Petition/Cross Motion and	
Affidavits (Affirmations) (Annexed)	
Opposing Affidavits (Affirmations)	
Reply Affidavits (Affirmations)	
(Affirmation)	
Other Papers	· · · · · · · · · · · · · · · · · · ·

Plaintiff's motion for a stay of the sale of property located at 187 Gates Avenue in Brooklyn is granted to the extent that a hearing is to be conducted before this Court on January 3, 2005 in the Courthouse, 360 Adams Street, room 441. At that time all affected parties are to be present. In their absence this Court will treat them as missing witnesses and draw unfavorable inferences therefrom.

Pending this hearing, the temporary stay ordered in the Order to Show Cause is continued only with respect to the following:

No proceeding may be commenced to evict plaintiff from her apartment.

If there are any physical deficiencies in the apartment currently occupied by the plaintiff, defendant may seek relief in Civil Court to correct those deficiencies. Defendant may pursue this relief only with respect to actual damage to the apartment, but not with regard to unsafe conditions.

The transfer of this property is stayed, but the property may be refinanced by the defendant, Janina Davis.

Defendant or her agents may not enter the apartment occupied by the plaintiff except with respect to that entry which may be necessitated by an order issued by the Civil Court with respect to correcting damages to the apartment.

No chattels may be removed from the premises.

As to the defendant Homecomings Financial Network, Inc., the holder of the mortgage on this premises, its successors and assigns, it is not precluded from commencing any proceedings with respect to this property that it may deem advisable or necessary.

This constitutes the decision and order of the Court.

J.S.C.

HON. JUSTICE HERBERT KRAMER

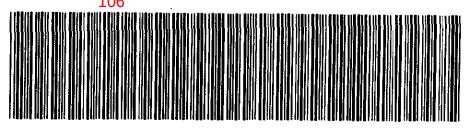
Case 1:12-cv-04167-NG-RML

Filed 08/21/12

Page 106 of 177 PageID #:

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2005092001835001001E6FCE

RECORDING AND ENDORSEMENT COVER PAGE Document Date: 05-06-2005

PAGE 1 OF 4 Preparation Data: 09-20-2005

Document ID: 2005092001835001 Document Type: DEED

Document Page Count: 3

PRESENTER:

IMPERIAL ABSTRACT, IMA4008

AS AGENT FOR COMMONWEALTH LAND

TITLE INSURANCE CO.

441 ROUTE 306- (HOLD-FOR-PICKUP)

MONSEY, NY 10952

845-362-6410

RETURN TO:

DAVID POUR & ASSOCIATES, LLC

10 CUTTERMILL ROAD

SUITE 406

GREAT NECK, NY 11021

PROPERTY DATA

Borough

Block Lot

Unit

Address

BROOKLYN

Entire Lot 1972 38

187 GATES AVENUE

Property Type: DWELLING ONLY - 3 FAMILY

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

GRANTOR/SELLER:

JANINA DAVIS

139 CLINTON AVENUE

BROOKLYN, NY 11205

PARTIES

GRANTEE/BUYER:

MBM DEVELOPMENT LLC 683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

FEES AND TAXES

Mortgage Mortgage Amount: 0.00 Taxable Mortgage Amount: 0.00 Exemption: TAXES: County (Basic): 00.0\$ City (Additional): \$ 0.00Spec (Additional):

00.0TASF: \$ 00.0 0.00 MTA:

NYCTA: 0.00 Additional MRT: 0.00 0.00 TOTAL:

NYS Real Estate Transfer Tax:

Recording Fee: \$

Affidavit Fee: \$

NYC Real Property Transfer Tax Filing Fee:

0.00

75:00

RECORDED OR FILED IN THE OFFICE

52.00

0.00

OF THE CITY REGISTER OF THE CITY OF NEW YORK

Recorded/Filed

10-05-2005 10:58

City Register File No.(CRFN):

2005000556223

City Register Official Signature

NYC HPD Preliminary Residential Property Transfer Form

Bargain and Sale Deed, with Covenant Against Grantor's Actsconsult your lawyer before signing this instrument – this instrument should be used by Lawyers only.

THIS INDENTURE, made the 6th day of May, in the year 2005

BETWEEN

Janina Davis.

With address at 139 Clinton Avenue, Brooklyn, New York 11205

party of the first part, and

MBM DEVELOPMENT LLC

With offices at 683 Middle Neck Road, Great Neck, New York 11023,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

SECTION: BLK: 1972 LOT: 38

SAID PREMISES being more commonly known as and by the Street Address: 187 Gates Avenue, Brooklyn, New York. Being the same premises described in the deed to the parties of the first part herein by deed, dated 10/29/03 recorded in CRFN #20040000142039.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

JANINA DAVIS

SCHEDULE A

DESCRIPTION

Title Number: FUT-03820-K

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly side of Gates Avenue, distant 198 feet westerly from the corner formed by the intersection of the northerly side of Gates Avenue with the westerly side of Classon Avenue;

RUNNING THENCE westerly along the northerly side of Gates Avenue, 22 feet;

THENCE northerly parallel with Classon Avenue, 89 feet 7 inches more or less to a point;

THENCE easterly along said land 22 feet 7/8ths of an inch (22 feet 0 1/2 inches per survey) to a point where the same would be intersected by a line drawn parallel with Classon Avenue from the place of beginning;

THENCE southerly along said line parallel with Classon Avenue 88 feet 4 inches to the northerly side of Gates Avenue at the point or place of BEGINNING.

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF NEW YORK J
COUNTY OF 'WSk-']ss:

On the 6th day of May, in the year 2005 before me, the undersigned, personally appeared Janina Davis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

DAVID E. POUR
Notary Public, State of New York
No. 02P06016909
Qualified in the County of Nassau
Commission Expites February 25, 2007

STATE OF COUNTY OF

On the day of in the year 2005 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ics), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

Bargain and Sale Deed with Covenant Against Grantor's Acts

Section:

Block:

Lot:

1972 38

County:

Brooklyn

Record & Return to:

JANINA DAVIS

DAVID POUR & ASSOCIATES, LLC.

10 CUTTERMILL ROAD

SUITE 406

-to-

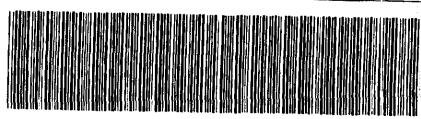
GREAT NECK, NEW YORK 11021

MBM DEVELOPMENT LLC

THIS SPACE FOR USE OF RECORDING OFFICE:

110

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2005092001835001001SA14F

SUPPORTING DOCUMENT COVER PAGE Document ID: 2005092001835001

PAGE 1 OF

Document Date: 05-06-2005

Preparation Date: 09-20-2005

Document Type: DEED

ASSOCIATED TAX FORM ID: 2005092000353

SUPPORTING DOCUMENTS SUBMITTED:

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count

FOR CITY USE ONLY C1. County Code C2. Date Deed C4. Recorded Month Day Year C3. Book C5. CRFN C5. CRFN	STATE BOARD OF REAL PROPERTY SE RVICES RP - 5217NYC
PROPERTYINFORMATION	[Rev 1/2002]
1. Property 187 GATES AVENUE Location STREET NUMBER STREET NAME	BROOKLYN 11238
2. Buyer MBM DEVELOPMENT LLC Name LAST NAME COMPANY	FRST NAME
LAST NAME - COMPANY	
3. Tax Indicate where future Tax Bills are to be sont Billing if other than buyer address (at bottom of form) LAST NAME / COMPAN	PRST NAME FIRST NAME
STREET NUMBER AND STREET NAME	
4. Indicate the number of Assessment Roll parcels transferred on the deed # of Parcels OR	Part of a Parcel 4A. Planning Board Approval - N/A for NYC 4B. Agricultural District Notice - N/A for NYC
5. Dead Property A Size PRONT FEET X SPH OR AC	Check the boxes below as they apply: 6. Ownership Type is Condeminium
DAVIS	7. New Construction on Vacant Land
B. Seller LASYNAME/COMPANY	JANINA FRIST NAME
LAST NAME / COMPANY	<u> </u>
Check the box below which most accurately describes the use of the proper	FIRST NAME
A One Family Residential C Residential Vacant Land E B ✓ 2 or 3 Family Residential D Non-Residential Vacant Land	Commercial G Entertainment / Amusement I Industrial
SALE INFORMATION	14. Check one or more of these conditions as applicable to transfer:
10. Sale Contract Date 5 / 6 / 2005 Month Day Year	A Sale Between Relatives or Former Relatives
	B Sale Between Related Companies or Partners in Business C One of the Buyers is also a Seller
11. Date of Sale / Transfer 5 / 6 / 2005 Month Day Your	D Buyer or Seller is Government Agency or Lending Institution E Deed Type not Warranty or Bargain and Sale (Specify Below)
12. Full Sale Price \$	F Sale of Fractional or Less than Fee Interest (Specify Below)
(Full Sale Price is the total amount paid for the property including personal propert. This payment may be in the form of cash, other property or goods, or the assumption	mof t day a same
mortgages or other obligations.) Please round to the nearest whole dollar amount 13. Indicate the value of personal property included in the sale	J None
ASSESSMENT INFORMATION - Data should reflect the talest Final Assess	Transfer as a mere change in form of chunership
15. Building Class [C, 0] 16. Total Assessed Value (of all p	
17. Borough, Block and Lot / Roll Identifier(s) (If more than three, attach she	eet with additional identifiers))
BROOKLYN 1972 38	11
CERTIFICATION 1 certify that all of the items of information entered on this form a	re true and correct (to the best of my knowledge and belief) and I understand that the
making of any willful faise statement of material fact herein will subject me to the provisi	ions of the penal law relative to the making and filing of false instruments. BUYER'S ATTORNEY
BUTER SCHATTURE BASELINE MILE 15-6-05	LAST NAME FIGST NAME
180 Garas Avenue	
Drookun IN V 11238	AREA COOR TELEPHONE NUMBER SELLER
CITY OR TOWN STATE ZP CODE	SELER SIGNATURE DATE
	2005050600468201

Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 112 of 177 PageID #: 112

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

Document ID: 2006112700137001



2006112700137001001E44A9

RECORDING AND ENDORSEMENT COVER PAGE

Document Date: 11-15-2006

Preparation Dave: 11-27-2006

PAGE 1 OF 4

Document Type: DEED

Document Page Count: 2 PRESENTER:

FIRST AMERICAN TITLE INSURANCE- PICK UP

633 THIRD AVENUE 3001-161926 SH

NEW YORK, NY 10017

212-850-0670

CQUARTARARO@FIRSTAM.COM

RETURN TO:

ROSSI & CROWLEY, LLP 42-24 235TH STREET

DOUGLASTON, NY 11363

PROPERTY DATA

Borough BROOKLYN Block Lot

1972 38 Entire Lot Unit Address

187 GATES AVENUE

Property Type: DWELLING ONLY - 3 FAMILY

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

PARTIES

GRANTOR/SELLER:

MBM DEVELOPMENT, LLC 683 MIDDLE NECK ROAD GREAT NECK, NY 11023

GRANTEE/BUYER:

MORAD YEROUSHALMI 683 MIDDLE NECK ROAD GREAT NECK, NY 11023

x Additional Parties Listed on Continuation Page

		FEES A	AND TAXES
Mortgage			Filing Fcc:
Mortgage Amount:	s	0.00	\$
Taxable Mortgage Amount:	\$ 0.00		NYC Real Property Transfer Tax:
Exemption:			\$
TAXES: County (Basic):	\$	0.00	NYS Real Listate Transfer Tax:
City (Additional):	\$	0.00	\$
Spec (Additional):	\$	0.00	RECORDED OR F
TASF:	\$	0.00	OF THE CITY I
MTA:	\$	0.00	CITY OF
NYCTA:	\$	0.00	Recorded/Fi
Additional MRT:	\$	0.00	City Register
TOTAL:	\$	0.00	
Recording Fee:	\$	47.00	
Affidavit Fee:	\$	0.00	_ CANUL

RECORDED OR FILED IN THE OFFICE

OF THE CITY REGISTER OF THE CITY OF NEW YORK

Recorded/Filed

11-28-2006 15:15

75.00

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City Register File No.(CRFN):

2006000656899

City Register Official Signature

114

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2006112700137001001C4629

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 4 Document Date: 11-15-2006 Preparation Date: 11-27-2006

Document Type: DEED

PARTIES

GRANTEE/BUYER:

FARZANEH YEROUSHALMI 683 MIDDLE NECK ROAD GREAT NECK, NY 11023

Document ID: 2006112700137001

115

CHARGE BY BRITISHING THE PROPERTY OF THE PROPE

T 69 1— wood and N 8 8 11. Foreign SRE Burgian & sale theel with a committee partial annihol streets— left or Corp : sander sheet. How

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made on November 15, 3006
BETWEEN

MBM DEVELOPMENT, LLC 683 Middle Neck Road, Great Neck, N.Y. 11023

party of the first part, and

MORAD YEROUSHALMI and FARZANEII YEROUSHALMI 683 Middle Neck Road, Great Neck, N.Y. 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Northerly side of Gates Avenue, distant 198 feet Westerly from the corner formed by the intersection of the Northerly side of Gates Avenue with the Westerly side of Classon Avenue;

RUNNING THENCE Westerly along the Northerly side of Gates Avenue, 22 feet;

THENCE Northerly parallel with Classon Avenue, 89 feet 7 inches more or less to a point;

THENCE easterly along said land 22 feet 7/8ths of an inch (22 feet 0 ½ inches per survey) to a point where the same would be intersected by a line drawn parallel with Classon Avenue from the place of BEGINNING:

THENCE Southerly along said line parallel with Classon Avenue 88 feet 4 inches to the Northerly side of Gates Avenue at the point or place of BEGINNING.

Property known as and by street number 187 Gates Avenue, Brooklyn, N.Y.

Being the same premises conveyed to the parties of the first part herein by deed recorded on 10/5/2005 as 2005000556223.

TOLETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises: TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lieu Law, covenants that the party of the first

AND the party of the first part, in compliance with Section 13 of the Lieu Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF

MBM DEVELOPMENT, LLC

By: Farzaneh Yeruc' Haloni, Managing Member

Case 1:12-cv-04167-NG-RML

Document 1 Filed 08/21/12

Page 117 of 177 PageID #:

117

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2006112700137001001S8A28

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2006112700137001 Document Type: DEED

Document Date: 11-15-2006

Preparation Date: 11-27-2006

ASSOCIATED TAX FORM ID: 2006111400468

SUPPORTING DOCUMENTS SUBMITTED:

DEP CUSTOMER REGISTRATION FORM FOR WATER AND SEWER BILLING RP - 5217 REAL PROPERTY TRANSFER REPORT SMOKE DETECTOR AFFIDAVIT

 \mathbf{L}_{i}

Page Count

2

1





The City of New York
Department of Environmental Protection
Bureau of Customer Services
59-17 Junction Boulevard
Flushing, NY 11373-5108

Customer Registration Form for Water and Sewer Billing www.nyc.gov/dep **Property and Owner Information:** (1) Property receiving service is located in the Borough of BROOKLYN Block: 1972 (2) Account Number (if applicable): Meter Number (if available-include the letter): Street Address of Property Receiving Service: Street 187 GATES AVENUE City NY State NY Zip 11238 Full name, mailing address, home phone and business phone numbers of owner of property receiving service: (please provide information on owner ONLY; do NOT give information on property manager or tenant): Owner's Name Business: or Individual: YEROUSHALMI MORAD (Last Name) (First Name) (MI) Street 683 MIDDLE NECK ROAD City GREAT NECK State NY Zip 11023 Home Phone(Numbers only): Business Phone(Numbers only): Customer Billing Information: PLEASE NOTE: A. Water and sewer charges are the legal responsibility of the owner of a property receiving water and/or sewer service. The owner's responsibility to pay such charges is not affected by any lease, license or other arrangement, or any assignment of responsibility for payment of such charges. B. Water and sewer charges constitute a lien on the property until paid. In addition to legal action against the owner, a failure to pay such charges when due may result in foreclosure of the lien by the City of New York, or the property being placed in a lien sale by the City. C. Original bills for water and/or sewer service will be mailed to the owner, at the owner's address specified on this form. DEP will provide a duplicate copy of bills to one other party (such as a managing agent) if so requested below, provided, however, that any failure or delay by DEP in providing duplicate copies of bills shall in no way relieve the owner from his/her/its liability to pay all outstanding water and sewer charges. (5) If you would like a duplicate copy of bills sent to another party, please check here

and fill out the following information: Name of Party to Receive Duplicate Copies of Bills: Mailing Address: Street City State Zip Relationship to Owner (check one): Managing Agent [Mortgagee [Tenant | Other (please explain): Owner's Approval The undersigned certifies that he/she/it is the owner of the property receiving service referenced above; that he/she/it has read and understands Paragraphs A, B, C under the section captioned "Customer Billing Information"; and that the information supplied by the undersigned on this form is a complete to the best of his/her/its knowledge. Owner's EIN or S\$N(Numbers only): Name of Owner Farzaneh Vercustralini & Morad Verou stalmi (9)

(10) Signature:

Name and Title of Person Signing for Owner, if applicable:

Date(mm/dd/yyyy): 0 / 15 / 8006

Case 1	::12-cv-04167-NG-RML	Document 1	Filed 08/21/12 19	Page 119 of 177 Page	eID 7
FOR CITY C1. Coun C1. Book OR C6. CRFN	ty Code C2. Date Dood	orth Eay Year		PROPERTY TRANSFER REPORT STATE OF NEW YORK EBOARD OF REAL PROPERTY SERVICES RP - 5217NYC	
	YINFORMATION		C-6235->	(Flar 142002)	
1. Property			BROOKL	YN i 11 238 i	
2. Buyer	YEROUSHALMI	Alex	MORAD	2000a	
Name	YEROUSHALMI		FARZANEH		
3, Tax Billing Address	Indicate where future Tax Bills are to be sent if other than buyer address (as bettern of form)	DAST HAVE T COMPANY	PRET NAME	Thus	
	STAGET NUMBER AND STREET LOUIS	CITY DR (FOI	***	STATE SP COCCE	
Roll parc 6. Dend Property Size	MBM DEVELOPMENT, LLC		48. Agricultural [Check the boxes 8. Ownership Typ	rd Approvat - N/A for NYC District MoSce - N/A for NYC I below 84 they apply: va is Condominium Ion on Vacant Land	
L	USET MANEY COMPANY		FAST NAME		
9. Check th	• box bolow which most accurately describe	s the use of the property at ti			
· '—	Family Residential C Residential V 3 Family Residential D Non-Residen	· · · · · · · · · · · · · · · · · · ·	commercial G Entertainment H Community	nt / Amusement] Industrial	
SALE INFOR		/ 15 / 2006;	14. Check one or more of these A Sale Between Relatives o	conditions as applicable to transfer:	•
11. (Pate of 1 12. Full Sele (Full Sele	Sale / Transfer Il Menth Price S Price is the total amount paid for the property int	/ 15 / 2006 : Day Yes 0 :	B Sale Botween Rolated Co C One of the Buyers it also D Buyer or Select is Govern E Deed Type not Warrardy F Sale of Proctional or Loss G Significant Change in Pro-	empenies of Partners in Business à Seiter ment Agency of Lending Institution of Bargain and Sale (Specify Below) than Foo Interest (Specify Below) party Between Taxable Status and Sale Detes led in Sale Price	
mortgages	ment may be in the form of cash, other property or s or other obligations.) Please round to the near		Other Unusual Factors Aft None	fecting Sale Price (Specify Below)	
property inc	the value of personal inded in the sale				
	, C 0	re istes Final Assessment A sessed Value (of all parcels i	<u>.</u>	2 6 3 4 8 1	
15. Building					
_	n, Block and Let / Roll Identifier(s) (If more ROOKLYN 1972 38	GUSH CRIDO, SUSER BROOK WITH	• eddicional identifica(s) }		
CERTIFICAT	10N Jeartify that all of the items of informati	na ostorad on finis form are true :	and servert (in the heat of my knowled	ge and belief and I preferring that the	
making of any	willful false statement of material fact herein will BUYER ANATUME	subject are to the provisions of the	be penal law relative to the tacking a	nd filing of table instruments. SATTORNEY BENYVALLET FREST (WANK.	
44 Map	le 5 Neet		718 4Z8-9180	ONÉ MARSER :	
(reut	Nock, NY	1103-1 B	om Developmentise		
				20061114004682	01

Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 120 of 177 PageID #: 120

CERTIFICATION	i contify that all of the items of information entered on this	them are true and nor	ment for the heat of		-
	understand that the making of any wilful false statement the making and filling of false instruments.	of material fact herein	will explect me to the p	confeigue of the penal law reli	Mive to
2000 Semantice	ha 11-15-06	Crav	BUYER'S AT	TOPHEY DENNADELLO	1
44 Maple		718	428-9180	FORT NAME	
STREET HARRIER	ech M 1/02/	m Bri Deve	elogy/ASLASE, L) 11-10	
CITY OR TOWN	EP CODE	(SELECT DENATURE	M	enclus our	2-40

2006111400468201

Affidavit of Compliance with Smoke Detector Requirement for One and-Two Family Dwellings

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York)	
County or NewYork)	SS.:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

187 GA	187 GATES AVENUE			
Street Add	ress		,	Unit/Apt.
BROOKLYN	New York,	1972	38	. (the "Premises");
Borough	_	Block	Lot	(11011111-0),

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

MBM De Jo Cornert LC Farzane h Graydyl Name of Grantor (Type or Print) Signature of Grantor	Name of Grantee (Type or Print) Name of Grantee (Type or Print) Signature of Grantee
Sworn to before me this	Sworn to before me this 5 date of 1000 AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 122 of 177 PageID #: 122

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2006122101317001001ED55F

RECORDING AND ENDORSEMENT COVER PAGE Document Date: 11-15-2006

PAGE 1 OF 4

Document ID: 2006122101317001

Preparation Date: 12-21-2006

Document Type: DEED

Document Page Count: 2

PRESENTER:

BIG APPLE ABSTRACT CORP.--PICK UP R11443

(RS)

42-40 BELL BOULEVARD

BAYSIDE, NY 11361

718-428-6100

RETURN TO:

ROSSI & CROWLEY

42-24 235 STREET

DOUGLASTON, NY 11363

PROPERTY DATA

Borough

Block Lot

Unit

Address

BROOKLYN

1972 38

Entire Lot

187 GATES AVENUE

Property Type: DWELLING ONLY - 3 FAMILY

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

GRANTOR/SELLER:

MORAD YEROUSHALMI 683 MIDDLE NECK ROAD GREAT NECK, NY 11363

PARTIES

GRANTEE/BUYER:

MBM DEVELOPMENT, LLC 683 MIDDLE NECK ROAD GREAT NECK, NY 11023

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Filing Fcc:

Mortgage		
Mortgage Amount:	\$	0.00
Taxable Mortgage Amount:	S	0.00
Exemption:		
TAXES: County (Basic):	\$	00.0
City (Additional):	\$	0.00
Spec (Additional):	<u> \$</u>	0.00
TASF:	\$	0.00
MTA:	\$	0.00
NYCTA:	\$	0.00
Additional MRT:	\$	0.00
TOTAL:	\$	0.00
Recording Fee:	\$	47.00
Affidavit Fee	4	0.00

75.00 NYC Real Property Transfer Tax: 00.0

NYS Real Estate Transfer Tax:

(X), ()

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed

01-04-2007 14:29

City Register File No.(CRFN):

2007000006202

City Register Official Signature

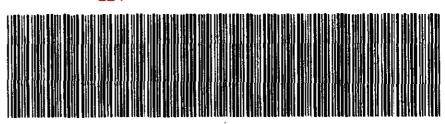
Case 1:12-cv-04167-NG-RML

Document 1

Filed 08/21/12

Page 124 of 177 PageID #:

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2006122101317001001CD7DF

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 4

Document ID: 2006122101317001

Document Type: DEED

Document Date: 11-15-2006

Preparation Date: ||2-21-2006

PARTIES

GRANTOR/SELLER:

FARZANEH YEROUSHALMI 683 MIDDLE NECK ROAD GREAT NECK, NY 11023

Surgicial Surgicial State Octol, without coverage against greator's acts-lad, or Copp., 3-98.

CONSULT: 10 LECK - 04167 ING-RMI IN DOCUMENT 1 FILED 08/21/12 Page 125 of 177 PageID #:

THIS INDENTURE, made on

Mounibly 15, 2200

BETWEEN

MORAD YEROUSHALMI and FARZANEH YEROUSHALMI 683 Middle Neck Road, Great Neck, N.Y. 11023

party of the first part, and

: Nyn 3L-1972 L-38

MBM DEVELOPMENT, LLC

683 Middle Neck Road, Great Neck, N.Y. 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ten dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Northerly side of Gates Avenue, distant 198 feet Westerly from the corner formed by the intersection of the Northerly side of Gates Avenue with the Westerly side of Classon Avenue;

RUNNING THENCE Westerly along the Northerly side of Gates Avenue, 22 feet;

THENCE Northerly parallel with Classon Avenue, 89 feet 7 inches more or less to a point;

THENCE easterly along said land 22 feet 7/8ths of an inch (22 feet 0 ½ inches per survey) to a point where the same would be intersected by a line drawn parallel with Classon Avenue from the place of BEGINNING;

THENCE Southerly along said line parallel with Classon Avenue 88 feet 4 inches to the Northerly side of Gates Avenue at the point or place of BEGINNING.

Property known as and by street number 187 Gates Avenue, Brooklyn, N.Y.

Being the same premises conveyed to the parties of the first part herein by deed dated November 15, 2006 and recorded on 11/28/06 as CRFN No.: 2006000656899

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises: TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

FARZANEH YEROUSHALMI

MORAD YEROUSHALMI

Case 1 12 october the undersigned R Wolary Public is and for said State, personally appeared Morad Yeroushalmi, and Farzaneh Yeroushalmi.

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individnal(s), or the person upon behalf of which the individual(s) acted. executed the instrument.

(Insughtivon) REPHADETTE M CTON FW. No. 22 CR 5046136

State of New York County of

before me, the undersigned, a Notary On Public in and for said State, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

exignature and office of person taking acknowledgments

Filed 08/21/12 Page 126 of 177 PageID #: Document 1 Public in and for said State, personally appeared

the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in (if the place of residence is in a city, include the street and street number, if any, thereof);

that he/she/they know(s)

35.:

to be the individual(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was (were) present and saw said

execute the same: and that said witness(es) at the same time subscribed his/her/their name(s) as a witness(es) thereto.

Isignature and office of person toking acknowledgments

Bargain and Sale Beeb COVENANT AGAINST GRANWA'S ACTS R- 11443 TLE No.

ORAD YEROUSHALMI & FARZANEH YEROUSHALMI

TO

MEM DEVELOPMENT, LLC

SECTION BLOCK 1972 LOT

38

COUNTY OR TOWN Queens

RETURN BY MAIL TO:

Rossi & Crowley, ILP 42-24 235th Street Douglaston, N.Y. 11363

Zip No.

NYC DEPARTMENT OF 4FWANGER OFFICE OF THE CITY REGISTER



2006122101317001001S1BDE

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF 1

Document ID: 2006122101317001

Document Date: 11-15-2006

Preparation Date: 12-21-2006

Document Type: DEED

ASSOCIATED TAX FORM ID: 2006111400552

SUPPORTING DOCUMENTS SUBMITTED:

RP - 5217 REAL PROPERTY TRANSFER REPORT 2

SMOKE DETECTOR AFFIDAVIT

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State of New York

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

The undersigned, being duly sworn, d the real property or of the cooperative	shares in a cooperative			
	GATES AVENUE			
	et Address	1070	20	UniVA¢t.
BROOKLYN	New York,	1972	38	(the "Premises");
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a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING, WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 131 of 177 PageID #: 131

AGREEMENT

AGREEMENT made on April 20, 2005, by and among M&M DEVELOPER LLC having an address at 683 Middle Neck Road, Great Neck, New York 11021 (hereinafter referred to as "M&M") and JANINA Y. DAVIS, having an address at 139 Clinton Avenue, Brooklyn, New York 11205 (hereinafter referred to as the "Janina"). M&M and Janina shall also hereinafter be referred individually as the "Party," and collectively as the "Parties."

WITNESSETH:

WHEREAS, Janina is the record owner of that certain property located at Clinton New York 11238 (Section 7, Block 1888, Lot 11) (the "Property"). Janina represents that a first mortgage has been recorded against the Property and that the present indebtedness, secured by said mortgage, is in amount of \$1,040,000.00.

WHEREAS, M&M and Janina are desirous of entering a joint partnership (hereinafter referred to as the "Joint Partnership"), under which the Joint Partnership shall take legal title and develop the said Property into the maximum allowable per code condominium dwelling and as approved by the applicable governing New York City building authority (hereinafter referred to as the "Project").

WHEREAS, this agreement exists pursuant to an oral agreement and the Parties desire to memorialize this agreement into writing.

AND WHEREAS, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The preamble is hereby incorporated into this Agreement by reference and shall be treated as a part hereof and M&M and Janina hereby covenant and agree to comply with the obligations set forth in the whereas clauses.
- 2. Prior to transfer of title from Janina to the Joint Partnership, Janina shall be solely responsible for any and all costs in connection with the Property, including but not limited to debt service, real estate taxes, water & sewer rents, etc. (the "Carrying Costs of the Property").
- 3. Immediately after the execution of this agreement by both Parties, M&M shall order a title report for the Property. Upon review and approval of title for the Property by M&M, Janina shall transfer legal title to the Joint Partnership for consideration contained herein. Nonetheless, the note and the indebtedness secured by the mortgage against the Property shall remain Janina's sole responsibly. In the event that upon examination of the title report, M&M discovers defect(s) in title or existence of violations which may prevent Janina to transfer good and marketable title to the Joint Partnership, M&M may provide written notice to Janina upon which this agreement shall become null and void and neither party shall have any further rights against the other.
- 4. Janina has full power, in accordance with law, to enter into this agreement and to consummate the transaction provided for herein, and neither the entering into this agreement nor the consummation of such transaction will constitute a violation or breach by Janina of any agreement or other instrument to which Janina

is a party or by which any of her assets or properties may be affected, or any judgment, order right, injunction or decree issued against or imposed upon it, or will result in violation of any applicable law, order, rule or regulation of any governmental authority. Janina represents and warrants that there is no litigation, arbitration, assessments, special assessments, or other proceeding or governmental investigation pending or, to Janina's best knowledge, threatened against or relating to the Janina and the Property. Janina covenants and agrees to indemnify and hold M&M harmless from and against any loss, cost, damage, liability or expense (including without limitation, reasonable attorneys' fees and disbursements) rising out of or in connection with any misrepresentation or breach of warranty by Janina in connection with this agreement.

- 5. At all times subsequent to the transfer of title, with ownership of the Property held by the Joint Partnership, and throughout the Project and upon its conclusion, Janina shall remain responsible for payment of all the Carrying Costs of the Property, including but not limited the cost of refinancing said mortgage and the debt service of a similar debt subsequent to such refinance. By contrast, M&M shall be responsible to advance payment of all expenses in connection with the Project, including but not limited to obtaining construction loan, soil testing, survey, etc. ("Construction Costs") on behalf of the Joint Partnership.
- 6. M&M shall advance the following sums of monies to Janina, against Janina's Fifty (50.0%) Percent of Net Proceeds, as follows: (a) One Hundred Thousand (\$100,000.00) Dollars upon transfer of legal title of the Property to the Joint Partnership; (b) Two Hundred Thousand (\$200,000.00) Dollars when plans for the Project are approved by New York City and the construction loan is obtained and funded; (c) Two Hundred Thousand (\$200,000.00) Dollars upon completion of fifty (50.0%) percent of the Project; and (d) Two Hundred Thousand (\$200,000.00) Dollars upon final completion of the Project. all Cheeks has to be Certified
- 7. Under the Joint Partnership, throughout the Project and upon its conclusion, the following terms and conditions shall apply to the Parties:
 - A. Upon the sale or lease of any and all portions of the Property, the Parties shall be each entitled to Fifty (50.0%) Percent of Net Proceeds. Net Proceeds shall be defined as the proceeds remaining after any and all costs, expenses, and indebtedness for that portion of Property, including but not limited to full payment to the Construction Corp. (as defined under B.) and reimbursement of entire Construction Costs. In the event that either Party receive an advance of any monies during the term of the Project, such Party shall not receive distributions of Net Proceeds before equal distribution to the other Party.
 - B. M&M shall exclusively conduct and manage the business and affairs of the Project under an existing or a new corporation solely owned by M&M, independent and separate from the Joint Partnership (hereinafter referred to as the "Construction Corp."). The Construction Corp. shall be paid on the basis of \$150 per buildable sq/ft plus demolition costs.
 - C. The Construction Corp. shall be solely responsible to secure financing for the Project.
 - D. Both Parties shall cooperate in carrying out the purposes of the Joint Partnership, but neither of them shall be required to devote any fixed amount of time thereto. Both of the Parties may engage in any other business or activities, including ownership and operating of any other real property, except that both Parties shall devote as much time as may be required to the Project.
 - E. M&M shall exclusively make decisions regarding the Property, including but not limited to obtaining financing, renting or selling the Property or portions thereof.
 - F. The Joint Partnership shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Partnership. The Parties agree that the books and records of the Construction Corp. remains the exclusive private business of M&M.
 - G. The Parties may not admit new parties (or transferees of any interests of existing Parties) into the Joint Partnership without the written unanimous vote or consent of all the Parties.
 - H. The Joint Partnership shall terminate upon the sale of the entire Property, at which time the remaining proceeds of sale and all other assets of the Joint Partnership shall be applied and

distributed to the Parties pursuant to this Agreement after payments of the expenses of liquidation and the debts and liabilities of the Joint Partnership are paid in full.

Immediately following the closing of title for the Property, M&M shall furnish and perform the 8. following professional services under the Construction Corp.:

Prepare or cause to be prepared a complete boundary survey of the Property showing all rightsof-way, easements, and other physical burdens now encumbering the land, and stake out all corners of

Make such soil-bearing tests, investigations, and reports as may be required to determine the В. soil-bearing capacity of the Property, the types of soil contained in the property, and the amount of filing and other remedial work that may be necessary to render the property suitable for the purposes intended by the Joint Partnership.

Prepare or cause to be prepared all things reasonably required to gain approval or conditional approval of a plan for construction of a condominium dwelling by the applicable governmental agency.

Prepare or cause to be prepared detailed plans, specifications for the maximum allowable condominium units dwelling, and other improvements, required by law or otherwise to be installed on the Property by the Joint Partnership.

Prepare or cause to be prepared, such invitations for bids, instructions to bidders, and bid forms as may reasonably be required to enable awarding a beneficial contract for construction and installation.

Receive and evaluate any bids obtained for the construction and installation of the Project. F.

Proceed with work of construction, and shall perform or cause to be performed, all of the work G. and furnish or cause to be furnished, all of the materials shown in the plans and specifications covering the development to be constructed pursuant to the Project.

In each instance, the work to be performed shall be commenced as quickly as possible and the H. same shall be carried through expeditiously and continuously to completion as rapidly as the proper doing of work, the employment of available crews of labor, the prompt placing of orders by contractors, the availability of materials will permit

Exercise general supervision at project manager level over the work of any contractor employed by the Joint Partnership to construct and install the Project development.

M&M will exercise his best efforts to cause the work to be done as promptly as possible. J.

- M&M shall insure that all work under this Project is to be performed in all respects in K. compliance with building laws, ordinances, and regulations of any and all governmental agencies entitled to impose such laws, ordinances, or regulations; and all such work shall be done in a good and workmanlike manner.
- Other than specifically provided for herein, no Party shall pledge, transfer, sell, encumber, mortgage, hypothecate, pledge, create a security interest in or lien on or otherwise dispose of any interest in the Property or in the Joint Partnership without the written consent of all of other Parties.
- This Agreement constitutes the full and complete understanding of the parties hereto, and no representations, promises, or covenants other than those expressly set forth have been made or shall be considered. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by both parties.
- The parties acknowledge that they have each consulted with an attorney of their own choosing with 11. respect to this Agreement, and that they have signed this Agreement after having had their attorney review it and explain its provisions to their satisfaction. The undersigned have and are deemed to have fully read this Agreement and understand the terms and provisions therein, and agree to be bound by same.
- All notices given to any party hereunder shall be delivered to the address for that party set forth 12. hereinabove.

- 13. If any provision of this Agreement herein is contrary to, prohibited by or deemed invalid under the applicable laws, rules or regulations of any jurisdiction within which this Agreement is sought to be enforced, then such provision shall be deemed inapplicable but such shall not serve to invalidate any remaining provisions hereof.
- 14. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have set their names and seals the day and year first above written.

M&M DEVELOPER LLC

JANINA Y. DAVIS

By: MOUSSA YEROUSHALMI, V.P.

DATED: April 2005

ACKNOWLEDGEMENTS

STATE OF NEW YORK, COUNTY OF

, ss.

On the day of April, 2005, before me, the undersigned notary public, personally appeared MOUSSA YEROUSHALMI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public My commission expires on

STATE OF NEW YORK, COUNTY OF

. 88.

On the day of April, 2005, before me, the undersigned notary public, personally appeared JANINA Y. DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

This is a copy.

organal was signed at David Pour + Assoc.

GREAT NECK NY.

Notary Public My commission expires on

And Baku.

ALTRIA DEVELOPMENT LLC

683 Middle Neck Road. Great Neck, New York 11023 Tel: 516-487-5444 Fax: 516-487-2523

REF: 139 Clinton Ave. and 132 Waverly Ave.

Brooklyn, New York

Section: 7 Block: 1888 Lot: 11

This is an agreement made on February 9, 2006 between Janina Davis (JD) and Aswad Ayune Destula (Baku), ALTRIA DEVELOPMENT LLC (Altria) and M&M DEVELOPER LLC (M&M);

- 1. All of the parties agreed that this agreement supersedes all the previous agreements for the above referenced project;
- 2. All of the parties agreed that this agreement is in accordance with their own freewill with consultation and approval of their respective Legal Advisers or Attorneys:
- 3. JD & Baku agreed to sell out all of their shares from ALTRIA DEVELOPMENT LLC in relation to the above project to M&M DEVELOPER LLC;
- 4. All the parties agreed that the buy out amount for all the shares of JD and Baku from ALTRIA DEVELOPMENT LLC to M&M DEVELOPER LLC is \$ 850,000.00;
- 5. All of the parties agreed to the following payment schedule: \$ 3,000.00 - * payment have been received by JD

January 2006

•	
February 2006	3,000.00
March 2006	5,000.00
April 2006	5,000.00
May 2006	5,000.00
June 2006	5,000.00
July 2006	5,000.00
August 2006	5,000.00
September 2006	10,000.00
October 2006	10,000.00
November 2006	10,000.00
December 2006	10,000.00
January 2007	100,000.00
February 2007	100,000.00
March 2007	100,000.00
April 2007	150,000.00
May 2007	150,000.00
June 2007	15 g, 000.00

gs. BADA

- 137
- 6. All of the parties agreed that the payment schedule in item # 6 represents the full amount of the money involve in buying out the shares of JD and Baku;
- 7. All of the parties agreed that its individual or entity can not have any claim, encumbrance, lien whatsoever against each other; and
- 8. All of the parties agreed that by signing this agreement, JD and Baku willfully and consciously transferring the ownership of the above project and their shares from ALTRIA DEVELOPMENT LLC to M&M DEVELOPER LLC.

AGREED and ACCEPTED:	1/20
Jam Dan'	Allymal
//Janina Davis Date: 2/10/06	Bah Aswad Ayune Destula
Date: 2/10/06	Date:
ALTRIA DEVELOPMENT LLC: Janina Davis Date: 2/11/061	Profes Asward Ayune Destula Date:
Many Verensh	2 st 466.
Morad Yeroushalmi	Farzaneh Yeroushalmi
Date: 2/10/06	Date: 2 10/06
M&M DEVELOPER LLC:	11
Moral Mercush	- 2 1/1//:
Morad Yeroushalmi	Farraneh Yeroushalmi
Date : /2/10/06	Date: 2/10/06

ALTRIA DEVELOPMENT LLC

683 Middle Neck Road. Great Neck, New York 11023 Fax: 516-487-2523 Tel: 516-487-5444

ADDENDUM TO AGREEMENT MADE ON FEBRUARY 9, 2006

139 Clinton Ave. and 132 Waverly Ave. REF:

Brooklyn, New York

Section: 7 Block: 1888 Lot: 11

This is an addendum agreement made on April 11, 2006 between Eutha Davis (ED), Janina Davis (JD) and Aswad Ayune Destula (Baku), ALTRIA DEVELOPMENT LLC (Altria) and M&M DEVELOPER LLC (M&M);

- 1. This addendum of agreement is hereby agreed and being initiated by Janina Davis (JD) and Aswad Ayune Destula (Baku) and will serve as the final payment of the buy-out agreement dated February 9, 2006.
- 2. All of provisions indicated in the February 9, 2006 agreement remains the same EXCEPT on the schedule of payment for the balance of this contract which was requested by Baku and JD to be revised as follows:
 - a) The 75 % of the scheduled monthly payment will be paid to Mrs. EUTHA DAVIS, Janina's mother, and the remaining 25% will be paid to Aswad Ayune Destula (Baku) with the exception of month of APRIL 2006 which will be described in item b;
 - b) All parties agreed that the payment for the month of APRIL 2006 is \$ 2,500.00 net of the \$ 2,500.00 rent payment for the same month which will be paid to Ms. EUTHA DAVIS, therefore, no payment will be made to Mr. ASWAD AYUNE DESTULA (Baku) for the month of APRIL 2006;
 - c) All parties agreed that the following schedule of payment remained the same with the consideration of payment ratio as indicated in item a.

May 2006 June 2006 July 2006 August 2006 September 2006 October 2006 November 2006	EUTHA DAVIS 75% 3,750.00 3,750.00 3,750.00 7,500.00 7,500.00 7,500.00	1,250.00 1,250.00 1,250.00 1,250.00 1,250.00 2,500.00 2,500.00	5,000.00 5,000.00 5,000.00 5,000.00 10,000.00 10,000.00
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December 2006	7,500.00	2,500.00	10,000.00
January 2007	75,000.00	25,000.00	100,000.00
February 2007	75,000.00	25,000.00	100,000.00
March 2007	75,000.00	25,000.00	100,000.00
April 2007	112,500.00	37,500.00	150,000.00
May 2007	112,500.00	37,500.00	150,000.00
June 2007	112,500.00	37,500.00	150,000.00

AGREED and ACCEPTED:
Footh Jan
Eutha Davis
Date : 4/15/02
1//
Vannotai
//Janina Davig
Date: 4/11/66 ALTRIA DEVELOPMENT LLC:
ALTRIA DEVELOPMENT LLC:
Vandon
Janiha Davis / /

Date :_

M&M DEVELOPER LLC:
// / M. V/ ·
Negal Bould me
Morad Yeroushalmi
Dath. HINDING

Asward Ayune Destula Date: 4/11/24

Aswad Ayung Destula Date: 4/4/84

140

ALTRIA DEVELOPMENT LLC

683 Middle Neck Road.
Great Neck, New York 11023
Tel: 516-487-5444 Fax: 516-487-2523

AMENDMENT TO AGREEMENT

REF: 139 Clinton Ave. and 132 Waverly Ave.

Brooklyn, New York

Section: 7 Block: 1888 Lot: 11

This amendment is made on January 22, 2007 among Eutha Davis (ED) and Janina Davis (JD), ALTRIA DEVELOPMENT LLC (Altria) and M&M DEVELOPER LLC (M&M), and shall hereinafter collectively be referred as "Parties", to resolve the defects in the deal made for the above referenced properties, hereinafter also known as "Project";

Inclusions: Parties agreed that the following amount paid or to be paid by M&M should be part of the purchase amount of the above referenced propertly:

 The amount of \$ 150,000.00 paid to JD for 187 Gates Ave, Brooklyn and 148 West 127 Street, NY, NY.

2. The amount of \$ 100,000.00 paid to Suphanna Rahim which should be resolved between Ms. Rahim and JD. M&M has neither been participant nor has had any relations with the issues concerning Ms. Rahim and JD.

3. The Attorney's fee of \$ 28,500.00 as JD's legal representation for 187 Gates Ave., Brooklyn, NY.

 The amount of approximately \$ 150,000.00 representing expenses and damages caused by Suphanna Rahim at 187 Gates Ave., Brooklyn, NY which should be resolved between Ms. Rahim and JD.

5. The open violation from the Environment Control board for unauthorized curb cut and sidewalk at 132 Waverly Ave., Brooklyn, NY prior to closing of the project. The possible judgment amount would be \$ 7,500.00 to \$ 15,000.00 which should be the obligation of JD.

The total amount of \$ 60,000.00 which was collected by JD from the tenants of 139 Clinton Ave., Brooklyn during the partnership which was not shared with the partners.

7. Loss from construction loan financing because of not vacating 139 Clinton Ave on agreed time of JD and Baku. Attorney's fees and other related fees is approximately \$20,000.00 plus other damages caused by delay in evacuation which will be computed later.

8. The parties agreed that the purchase price of the above property would be corrected based on the market value. It was previously priced \$500,000.00

more than the value by JD and Baku.

9. JD is not responsible for any of the above them often The # 5. M Exclusions:

1. This amendment is solely made for JD who is entitled for her own 75% of the purchase amounts as previous owner. The other 25% would be covered

BADA GIL

by a separate contract under Aswad O. Ayinde-

Amended Mode of Payment: The parties agreed that for the time being the following schedule of payment would be made from M&M to JD representing payment for JD's 75% share balance:

January 2007	\$ 15,000.00
February 2007	15,000.00
March 2007	.5,000:00
April 2007	5,000.00
May 2007	5,000.00
June 2007	5,000.00
July 2007	5,000.00
August 2007	5,000.00
September 2007	5,000.00
October 2007	5,000.00
November 2007	5,000.00 /
December 2007	5,000.00 / 80,021)
	1 7 0

Settlement of Agreement:

Parties agreed that if M&M and Altria Development LLC is unsatisfied with the deal, M&M has the following options in settling the remaining balance of JD:

On or about August 2007 M&M would pay JD one full payment of Option 1 \$350,000.00 for the remaining balance due.

M&M would pay JD base on the above amended mode of payment and Option 2 the remaining balance would be paid in one full payment of \$ 330,000.00

If M&M would not be able to pay base on option 2 due to financial Option 3 limitation. M&M agreed and obliged to pay JD as computed below:

\$ 575,000.00 Total (total payment made after Dec. 2007) 80,000.00) Less 15,000.00) (penalty fee for the curb cut)

\$ 480,000.00 Total amount to be paid to JD

The parties agreed that the above monthly schedule would be revised or amended before the end of December 2007 for the full settlement on 2008.

AGREED and ACCEPTED:

1	and Dan	•
	Janina Davis Date: //23/07	-

Janina Dayis
Date: 1/23/07 much

PLTRIA DEVELORMENT LLC:

Dete: 1/23/07

Marad Yeroushalmi Manday Date 1/23/07 Farzárdeit Yeroushalmi politica de 1/23/07

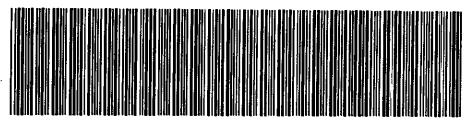
M&M DEVELOPER LLC:

Morad Yeroushalmi, mandez Date: 1/23/07 Farkaneh Keroushalmi Date: 1/23/07

Witness. Boymele poku AD Ayinde Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 143 of 177 PageID #: 143

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2005082300464001002E0330

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 4

Document ID: 2005082300464001 Document Date: 08-15-2005

Preparation Date: 08-29-2005

Document Type: DEED

Document Page Count: 3

PRESENTER:

IMPERIAL ABSTRACT, IMA3926

AS AGENT FOR COMMONWEALTH LAND

TITLE INSURANCE CO.

441 ROUTE 306 (HOLD-FOR-PICKUP)

MONSEY, NY 10952

845-362-6410

RETURN TO:

DAVID POUR AND ASSOCIATES

10 CUTTER MILL ROAD

GREAT NECK, NY 11021

PROPERTY DATA

Borough BROOKLYN Block Lot 1888 11

Entire Lot

Address Unit

139 CLINTON AVENUE

Property Type: DWELLING ONLY - 4 FAMILY

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

GRANTOR/SELLER:

JANINA Y. DAVIS

139 CLINTON AVENUE

BROOKLYN, NY 11205

PARTIES

GRANTEE/BUYER:

ALTRIA DEVELOPMENT LLC

683 MIDDLENECK ROAD

GREAT NECK, NY 11023

FEES AND TAXES

Mortgage 0.00 Mortgage Amount: 0.00Taxable Mortgage Amount:

Exemption: 00.0TAXES: County (Basic): \$

00.0City (Additional): \$ 0.00Spec (Additional): \$ 0.00 TASF: \$

0.00 MTA: \$ NYCTA: 0.00 \$

0.00 Additional MRT: \$ 00.0TOTAL:

NYC HPD Preliminary Residential Property Transfer Form

52.00 Recording Fee: \$

0.00 Affidavit Fee: \$ NYC Real Property Transfer Tax Filing Fee:

165.00

NYS Real Estate Transfer Tax:

00.008.8

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed

09-01-2005 16:38

City Register File No.(CRFN):

2005000493358

City Register Official Signature

Bargain and Sale Deed, with Covenant Against Grantor's Acts-consult your lawyer before signing this instrument - this instrument should be used by lawyers only.

THIS INDENTURE, made the 15th day of August, in the year 2005

BETWEEN

JANINA Y. DAVIS.

With address at 139 Clinton Avenue, Brooklyn, New York 11205

party of the first part, and

ALTRIA DEVELOPMENT LLC.

residing at 683 Middle neck Road, Great Neck, New York 11023

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten (\$10) Dollars paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE SCHEDULE "A" ATTACHED HERETO

BLK: 1888 LOT: 11

SAID PREMISES being more commonly known as and by the Street Address: 139 Clinton Avenue, Brooklyn, New York. Being the same premises described in the deed to the parties of the first part herein by deed, dated 09/04/1998, recorded 12/11/1998 in reel 4346, page 1560.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; **TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises; **TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Janina Y. Davis

Schedule A Description

Title Number IMA3926

Page 1

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Easterly side of Clinton Avenue, distant 200 feet northerly from the Northeast corner of Clinton Avenue and Myrtle Avenues and opposite the center of a party wall;

RUNNING THENCE northerly along Clinton Avenue 22 feet 6 inches to the center line of Section 20 on a Map bought by George W. Pine from John Spader dated 09/17/1833 and filed in Kings County Register's Office as Map #385.

RUNNING THENCE easterly and parallel with Myrtle Avenue 150 feet;

RUNNING THENCE northerly and parallel with Waverly Avenue 25 feet;

RUNNING THENCE easterly and parallel with Myrtle Avenue 50 feet to the westerly side of Waverly Avenue;

RUNNING THENCE southerly along the westerly side of Waverly Avenue 47 feet 6 inches;

RUNNING THENCE westerly parallel with Myrtle Avenue and part of the distance through the center of the party wall, 200 feet to the point or place of BEGINNING.

FOR INFORMATION ONLY: Commonly known as 139 CLINTON AVENUE, Brooklyn, NY.

IMPENIAL ABSTRACT CORP. 441 ROUTE 306 MONSEY, NY 10952 PH. (845) 362-6410 FAX (845) 362-6415

NEW YORK UNIFORM OF ACKNOWLEDGMENT

STATE OF	NEW YORK]
COUNTY O	F NASSAU] 88:

On the 15th day of August, in the year 2005 before me, the undersigned, personally appeared JANINA Y. DAVIS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

JEANETTE SOMMO
Notary Public, State of New York
Notary Public, State of New York
No. 4823349
Ouglified in Sutfolk County
Commission Expires May 31, 2007

STATE OF NEW YORK COUNTY OF NASSAU

On the day of in the year 2005 before me, the undersigned, personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (arc) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Notary Public

IMA 3924.

Bargain and Sale Deed with Covenant Against Grantor's Acts

Section:

Block: Lot: 1888 11

County: Brooklyn

Record & Return to:

DAVIS

DAVID POUR & ASSOCIATES 10 CUTTER MILL ROAD

-to-

GREAT NECK, NEW YORK 11021

ALTRIA DEVELOPMENT LLC

THIS SPACE FOR USE OF RECORDING OFFICE:

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2005082300464001002SCDB1

SUPPORTING DOCUMENT COVER PAGE

PAGE 1 OF

Document ID: 2005082300464001 Document Type: DEED

Document Date: 08-15-2005

Preparation Date: 08-29-2005

ASSOCIATED TAX FORM ID: 2005081500133

SUPPORTING DOCUMENTS SUBMITTED:

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count

Page 149 of 177 PageID #: 845:526415 P.06

P.06

C3. Book OR G5. GRFN FROPERTYINFORMATION	Recorded Month Day Ver		STATE OF NEW STATE OF NEW STATE BOARD OF REAL PROPERTY OF NEW 110002	YORK PERTY SERVICES 7NYC
1. Property 139	LINTON AVENUE	. DDC		
Location STREAM DEVELOPA	FAIT I C		OKLYN	11205
1. Buyer ALTHUE / COMPANY	THAT DEC			
<u> </u>		FIRST NAME		
3. Tax Indicate where future Tex Bit		PRETHANE		··
Billing of other (han buyer eddress (a	LAST NAME ? COMPANY			1
1			FIRST NAME	
STREET MARKER AND BITREY	TIGUE	TY OR TOWN	- STAT	E 79 000E
4. Indicate the number of Assessment Roll parcels transferred on the deed	# of Percels OR	Part of a Parcel	ing Board Approval - N/ \ for NY	rc
5.Dred 33	***		iffured District Notice - UA for I howen below as they apply:	NYC
Property 53 X Size	OR AO	Rick 8. Owner	ihip Type is Condomink m	
8. Seller DAVIS			Pristruction on Vacant L and	
Name (ARTHARE / COMPANY		JANINA PARTIGNE		
LAST NAME / COMPANY		1		,
		PERST NAME		
. —	curately describes the use of the prope		_	
B 2 or 5 Family Residential D	Man Physide Halls A		telimment / Amusement (Industrial
ALE INFORMATION		<u> </u>	these conditions as applical	Public Service
10. Sale Contract Date	5 / 6 / 2005	A Sale Between Rei	i mese conquions as applicat Nives or Former Relatives	de to transfet:
	Month Day Year	B Galle Gebreen Rai	stad Companies or Par nors in E	lusiness
11. Date of Bala / Transfer	8 / 15 / 2005	C One of the Suvers	it sien a Callar	
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NYC OFFARTMENT OF FINANCIA OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2006051701335001001E3B4B

RECORDING AND ENDORSEMENT COVER PAGE

PAGE 1 OF 5

Document ID: 2006051701335001

Document Date: 05-12-2006

Preparation Date: 05-17-2006

Document Type: DEED Document Page Count: 3

PRESENTER:

CLASS ABSTRACT SERVICES, INC., PICK UP

RSR

AS AGENT FOR COMMONWEALTH TITLE

INSURANCE COMPANY

72 JERICHO TURNPIKE CLC 40184K

MINEOLA, NY 11501

RETURN TO:

DAVID POUR & ASSOCIATES, LLP 10 CUTTERMILL ROAD SUITE 406

GREAT NECK, NY 11021

PROPERTY DATA

Borough BROOKLYN

Mortgage

Exemption:

Mortgage Amount:

Block Lot

1888 11 Entire Lot Unit Address

139 CLINTON AVENUE

Property Type: DWELLING ONLY - 4 FAMILY

CROSS REFERENCE DATA

CRFN or Document ID or Year Reel Page or File Number

GRANTOR/SELLER:

ALTRIA DEVELOPMENT LLC 683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

Taxable Mortgage Amount:

City (Additional):

Spec (Additional):

Additional MRT:

TOTAL:

TAXES: County (Basic):

TASF:

MTA:

NYCTA:

PARTIES

GRANTEE/BUYER:

MORAD YEROUSHALMI 683 MIDDLE NECK ROAD

GREAT NECK, NY 11023

x Additional Parties Listed on Continuation Page

FEES AND TAXES

0.00

0.00

00.0

0.00

0.00

0.00

0.00

0.00

0.00

0.00

Recording Fee: \$

52.00

Affidavit Fee: \$

0.00

NYC Real Property Transfer Tax Filing Fee:

NYS Real Estate Transfer Tax:

0.00

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE

CITY OF NEW YORK

Recorded/Filed

05-23-2006 08:56

165.00

City Register File No.(CRFN):

2006000284940

NYC HPD Preliminary Residential Property Transfer Form

\$

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City Register Official Signature

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



2006051701335001001C39CB

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

Document ID: 2006051701335001

Document Date: 05-12-2006

Preparation Date: 05-17-2006

PAGE 2 OF 5

Document Type: DEED

PARTIES

GRANTEE/BUYER:

FARZANEH YEROUSHALMI 683 MIDDLE NECK ROAD GREAT NECK, NY 11023

conveyance Date of May 12, 15000 6

BARGAIN AND SALE DEED WITH COVENANT AGAINST GRANTOR'S ACTS (INDIVIDUAL OR CORPORATION)

FORM 8007

CAUTION: THIS AGREEMENT SHOULD BE PREPARED BY AN ATTORNEY AND REVIEWED BY ATTORNEYS FOR SELLER AND PURCHASER BEFORE SIGNING.

THIS INDENTURE, made the 10th day of May 2006.

between

ALTRIA DEVELOPMENT LLC, with offices located at 683 Middle Neck Road, Great Neck, New York 11023

party of the first part, and

MORAD YEROUSHALMI and FARZANEH YEROUSHALMI residing at 683 Middle Neck as towardy is common Road, Great Neck, New York 11023

S-1888

L = 11

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and No Cents (\$10.00), lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

SEE ATTACHED SCHEDULE "A" DESCRIPTION Premises known as 139 clinton Ave Brooklyn , NY

Being and intended to be the same premises as conveyed to the grantor herein by deed dated 8/15/2005, recorded 9/1/2005 as CRFN2005000493358. Premises more commonly known as 139 Clinton Avenue, Brooklyn, New York.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part, covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Title No. CLC 40184K

SCHEDULE A

BLOCK: 1888 LOT: 11

on the Tax Map of Kings County

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings. City and State of New York, bounded and described as follows:

BEGINNING at a point on the easterly side of Clinton Avenue, distant 200 feet northerly from the northeasterly corner of Clinton Avenue and Myrtle Avenue and opposite the center of a party wall;

RUNNING THENCE northerly along Clinton Avenue, 22 feet 6 inches to the center line of Section 20 on a Map bought by George W. Pine from John Spader dated 9/17/1833 and filed in Kings County Register's Office as Map No. 385;

THENCE easterly and parallel with Myrtle Avenue, 150 feet;

THENCE northerly and parallel with Waverly Avenue, 25 feet;

THENCE easterly and parallel with Myrtle Avenue, 50 feet to the westerly side of Waverly Avenue;

THENCE southerly along the westerly side of Waverly Avenue, 47 feet 6 inches;

THENCE westerly, parallel with Myrtle Avenue and part of the distance through the center of the party wall, 200 feet to the point or place of BEGINNING.

Acknowledgment by a Person Within STATE OF NEW YORK COUNTY OF NASSAU	New York State (RPL § 309-a))) ss.:	
the individual(s) whose name(s) is (are me that he executed the same in his ca	i, before me, the undersigned, personally appeared Morad or proved to me on the basis of satisfactory evidence to be subscribed to the within instrument and acknowledged to pacity(ies), and that by his signature(s) on the instrument, ehalf of which the individual(s) acted, executed the	
(signature and office of individual fai	SEAL Notery Public, State of New York No. 02COS141868 Qualified in Newson County Commission Expires February 27, 2010	
BARGAIN & SALE DEEL GRANTOR'S ACTS	D WITH COVENANTS AGAINST	
Fitte No. COMMONWEALTH AND TITLE INSURANCE CO. BY CLASS ABSTRACT SERVICES #CLC4018K ALTRIA DEVELOPMENT LLC To MORAD YEROUSHALMI and FARZANEH YEROUSHALMI	Section Block 1888 Lot 11 County or Town Kings Street Address 139 Clinton Avenue Brooklyn, New York 11205	
	Return By Mail To:	
	DAVID POUR & ASSOCIATES, LLP	
	10 CUTTERMILL ROAD, SUITE 406 GREAT NECK, NEW YORK 11021	
Reserve This Space For Use Of R	ecording Office	-

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

2006051701335001001SF5CA

SUPPORTING DOCUMENT COVER PAGE

PAGE I OF I

Document ID: 2006051701335001

Document Date: 05-12-2006

Preparation Date: 05-17-2006

Document Type: DEED

ASSOCIATED TAX FORM ID: 2006050900551

SUPPORTING DOCUMENTS SUBMITTED:

SMOKE DETECTOR AFFIDAVIT

RP - 5217 REAL PROPERTY TRANSFER REPORT

Page Count

C1. County Code C2. Date Deed C3. Book C6. CRFN	REAL PROPERTY TRANSFER REPORT STATE OF NEW YORK STATE BOARD OF REAL PROPERTY SERVICES RP - 5217NYC (Rev 11/2002)
PROPERTYINFORMATION	
1. Property 139 CLINTON AVENUE Location STREET NUMBER STREET NAME	BROOKLYN 11205
2. Buyer YEROUSHALMI	MORAD FREST NAME PARZANEII
LAST NAME / COMPANY	FRST NAME
3. Tax Indicate where future Tax Bills are to be sent Billing if other than buyer address (at bottom of form) LAST NAME / COMPANY Address	FIRST NAME
STACET HUMBER AND STREET NAME CITY O	R TOWN STATE TO CODI:
4. Indicate the number of Assessment Roll parcels transferred on the deed ### ### ########################	Part of a Pancel 4A. Planning Board Approval - N/A for NYC 4B. Agricultural District Notice - N/A for NYC
5. Deed 22.5 X 200 OR ACRES	Check the boxes below as they apply: 6. Ownership Type is Condominium 7. New Construct on on Vacant Land
8. Seller (\LTRIA DEVELOPMENT LLC	
Name LAST NAME / COMPANY	PIRST NAME
LAST NAME / COMPANY	FIRST NAME
9. Check the box below which most accurately describes the use of the property	at the time of sale:
A One Family Residential C Residential Vacant Land E Non-Residential Vacant Land F	Commercial (Entertainment / Amusement [Industrial Apartment H Community Service J Public Senice
SALE INFORMATION	14. Check one or more of these conditions as applicable to transfer:
10. Sale Contract Date 5 / 12 / 2006 Month Day Year 11. Date of Sale / Transfer 5 / 12 / 2006 Month Day Year	A Sale Between Relatives or Former Relatives Sale Between Related Companies or Partners in Business C One of the Buyers is also a Seller Buyer or Seller is Government Agency or Lending institution Deed Type not Warranty or Bargain and Sale (Specify Below)
12. Full Sale Price S (Full Sale Price is the total smount poid for the property including personal property. This payment may be in the form of cash, other property or goods, or the assumption of	F Sale of Fractional or Less than Fee Interest (Specify Below) G Significant Change in Property Between Taxable Status and Sale Cates H Sale of Business is Included in Sale Price
mortgages or other obligations.) Please round to the nearest whole dollar amount.	Other Unusual Factors Affecting Sale Price (Specify Below) J None
13. Indicate the value of personal property included in the sale	
ASSESSMENT INFORMATION - Data should reflect the latest Final Assessme	ent Roll and Tax Bill
15. Building Class C. 31 16. Total Assessed Value (of all parc	cels in transfer) 6 4 0 3 5
17. Borough, Block and Lot / Roll Idenliller(s) (If more than three, attach sheet	with additional identifier(s))
BROOKLYN 1888 11	
CERTIFICATION Learnify that all of the items of information entered on this form are making of any willful false statement of material fact herein will subject me to the provision BUYER	true and correct (to the best of my knowledge and belief) and I understand that the s of the penal law relative to the making and filing of folse instruments. BUYER'S ATTORNEY
SUYER SIGNATURE DATE	LAST NAME FIRST NAME
STREET NAME (AFTER SALE)	516 829-1990 AREA CODE TELEPHONE NUMBER SELLER
CITY OR TOWN STATE ZIP CODE	SELLER SIGNATURE CATE

C3. Book OR C5. CRFN				STATE DE NEW Y STATE DE NEW Y STATE BOARD OF REAL PRO RP - 5217	YORK PERTY SERVICES NYC
PROPERTY	PINFORMATION			(Rev11/2002))
1. Property Location		ON AVENUE	BRO	OKLYN	11205
2. Buyer	, YEROUSHALMI	STREET HAME	. MORAD	OROUGH	7# CODE
Name	YEROUSHALMI		FIRST NAME		
	LAST NAME - COMPANY		FARZANEH		
3. Tan i	indicate where future Tax Bills are to I	be sent	FIRST NAME		
Billing : Address	if other than buyer address (at bottom	of form)	<u> </u>	PIRST NAME	
	l	1		1	
	STREET NUMBER AND STREET NAME	् स	V OR TOWN	STAT	E ZIP CODE
Roll parce	he number of Assessment els transferred on the deed	# of Parcels OR		ning Board Approval - N/A for NY	
5. Deed	. 22.5 IVI 200	_		cultural District Notice - N/A for to boxes below as they apply:	NYC.
Property Size	PRONTPERT X 200	CORY I	a B.Owne	ship Type is Condominium	
	ALTRIA DEVELOPMENT LLO	C	7. New (onstruction on Vacant Land	
Seller Name	LAST NAME / COMPANY		FIRST NAME		
:			1		
	UST WARE COMPANY		PIRST NAME	<u> </u>	
	box below which most accurately	describes the use of the proper	ty at the time of sale:		
\	Family Residential C Re				
	````	sidential Vacant Land E		stainment / Amusement	Industrial
	3 Family Residential D No	o Cooldondad Manager Land	Apartment [ ] Cor	nmunity Service	Public Service
EINFORI  Sale Con  Date of S	3 Family Residential D No MATION tract Date		Apartment [ ] Cor  14. Check one or more of the Sale Between Re C One of the Buyer D Buyer or Seller is E Deed Type not W F Sale of Fractional	Intuinity Service  If these conditions as applicabilities or Former Relatives lated Companies or Partners in Bills also a Seller Government Agency or Lending Interest or Bargain and Sale (Special Carranty or Bargain and Sale (Special Carranty or Less than Fee Interest (Special Carranty Or Less than Interest (Special Carranty Or Less than Interest (Special Carranty Or Less	Public Service  le to transfer:  susiness  astitution city Betow }  fy Betow }
2 or: LE INFOR! 0. Sale Con! 1. Date of S. 2. Full Sale (Full Sale FThis payme mortgages.)	ATION  tract Date  ale / Transfer  Price S  Price is the total amount paid for the pent may be in the form of cash, other per or other obligations ) Please round to	nn-Residential Vacant Land F    5 / 10 / 2006	Apartment II Cor  14. Check one or more of the Sale Between Re Sale Between Re C One of the Buyer D Buyer or Seller is E Deed Type not W F Sale of Fractional G Significant Chang H Sale of Business	nmunity Service  If these conditions as applicable latives or Former Relatives lated Companies or Partners in B is also a Seller Government Agency or Lending Is larranty or Bargain and Sale (Spe	Public Service  le to transfer:  susiness  institution city Betow ) fy Betow ) atus and Sale Dates
2 or: EINFORI . Sale Con . Date of S . Full Sale ( Full Sale f This payme mortgages Indicate t	AATION tract Date  Price S  Price is the total amount paid for the point may be in the form of cash, where	nn-Residential Vacant Land F    5 / 10 / 2006	Apartment II Cor  14. Check one or more of A Sale Between Re Sale Between Re C One of the Buyer D Buyer or Seller is E Deed Type not W F Sale of Fractional G Significant Chang H Sale of Business and	Introduction and applicabilities or Former Relatives latives or Former Relatives lated Companies or Partners in Billians a Seller Government Agency or Lending Internaty or Bargain and Sale (Specifier or Less than Fee Interest (Specifier in Property Between Taxable Standarded in Sale Price	Public Service  Justiness  Institution  City Betow )  fy Betow )  atus and Sale Dates
2 or: LE INFOR! D. Sale Const. Date of S. Full Sale (Full Sale for This payment paymen	MATION tract Date  ale / Transfer  Price S  Price is the total amount paid for the pent may be in the form of cash, other per or other obligations ) Please round in the value of personal	on-Residential Vacant Land F  5 / 10 / 2006 Month Day Year  5 / 10 / 2006 Month Day Year  Toparty including personal property property or goods, or the assumption to the nearest whole dollar amount.	Apartment II Cor  14. Check one or more of the Sale Between Re Sale Between Re C Cne of the Buyer D Buyer or Seller is E Deed Type not W Sale of Fractional G Significant Chang H Sale of Business Other Unusual Fall None	Introduction and applicabilities or Former Relatives latives or Former Relatives lated Companies or Partners in Billians a Seller Government Agency or Lending Internaty or Bargain and Sale (Specifier or Less than Fee Interest (Specifier in Property Between Taxable Standarded in Sale Price	Public Service  Justiness  Institution  City Betow )  fy Betow )  atus and Sale Dates
2 or: LE INFOR! D. Sale Coni D. Date of S  Full Sale (Full Sale) This payme mortgages. I. indicate toperty includes	MATION  tract Date  Price S  Price S  Price is the total amount paid for the pair may be in the form of cash, other por other obligations )  Please round the value of personal udded in the sale  TINFORMATION - Data should	on-Residential Vacant Land F  5 / 10 / 2006 Month Day Year  5 / 10 / 2006 Month Day Year  Toparty including personal property property or goods, or the assumption to the nearest whole dollar amount.	Apartment II Cor  14. Check one or more of A Sale Between Re B  Sale Between Re C One of the Buyer D Buyer or Seller is E Deed Type not W F Sale of Fractional G Significant Chang H Sale of Business Other Unusual Fa None	Introduction and applicabilities or Former Relatives latives or Former Relatives lated Companies or Partners in Billians a Seller Government Agency or Lending Internaty or Bargain and Sale (Specifier or Less than Fee Interest (Specifier in Property Between Taxable Standarded in Sale Price	Public Service  Public Service  dusiness  institution  city Betow )  fy Betow )  atus and Sale Dates
2 or: EINFOR! Date of S E Full Sale (Full Sale in This payme includes to operty includes to operty includes Sessmen) Building in the sessmen including in the sessmen includes the sessmen includes the sessmen including in the sessmen in the sessmen including in the sessmen including in the sessmen including including in the sessmen in the sessmen including including in the sessmen including in the sessmen including including including in the sessmen including in the sessmen including includin	MATION  tract Date  Price S  Price S  Price is the total amount paid for the pair may be in the form of cash, other por other obligations )  Please round the value of personal udded in the sale  TINFORMATION - Data should	S / 10 / 2006 Month Day Year  5 / 10 / 2006 Month Day Year  5 / 10 / 2006 Month Day Year  5 / 10 / 2006 Month Day Year  Toperty including personal property property or goods, or the assumption to the nearest whole dollar amount.	Apartment II Cor  14. Check one or more of A Sale Between Re     Sale Between Re     C One of the Buyer     D Buyer or Seller is     E Deed Type not W     F Sale of Fractional     G Significant Chang     H Sale of Business     Other Unusual Fa     None	inmunity Service  If these conditions as applicable these conditions as applicable these companies or Partners in 8 is also a Seller Government Agency or Lending infarranty or Bargain and Sale (Specifer in Property Between Taxable Standarded in Sale Price (Specificors Affecting	Public Service le to transfer: dusiness institution city Betow ) fy Betow ) atus and Sale Dates fy Below )
2 or: LE INFOR! D. Sale Const. Date of S. Le Full Sale of S. Le Full S	MATION  tract Date  Price S  Price is the total amount paid for the part may be in the form of cash, other por other obligations)  Please round the value of personal udded in the sale  TINFORMATION - Data should Class  Class  C. 3	S / 10 / 2006 Month Day Year  5 / 10 / 2006 Month Day Year  5 / 10 / 2006 Month Day Year  5 / 10 / 2006 Month Day Year  Toperty including personal property property or goods, or the assumption to the nearest whole dollar amount.	Apartment II Cor  14. Check one or more of A Sale Between Re     Sale Between Re     C One of the Buyer     D Buyer or Seller is     E Deed Type not W     F Sale of Fractional     G Significant Chang     H Sale of Business     Other Unusual Fa     None	inmunity Service  If these conditions as applicable these conditions as applicable these companies or Partners in 8 is also a Seller Government Agency or Lending infarranty or Bargain and Sale (Specifer in Property Between Taxable Standarded in Sale Price (Specificors Affecting	Public Service le to transfer: dusiness institution city Betow ) fy Below ) atus and Sale Dates fy Below )
2 or: LE INFOR! 0. Sale Cons 1. Date of S 2. Full Sale of S 4. Full Sale of S 5. Full Sale of S 6. Indicate toperty includes toperty includes SESSMEN 6. Building of Borough.	ATION  tract Date  ale / Transfer  Price S  Price is the total amount paid for the pent may be in the form of cash, other per or other obligations ) Please round to the value of personal uded in the sale  TINFORMATION - Data should Class C. 3 16.  Block and Lot / Roll (dentifier(s))	S / 10 / 2006  Month Day Year  5 / 10 / 2006  Month Day Year  5 / 10 / 2006  Month Day Year  7 / 2006  Month Day Year  1 reperty including personal property including personal property incipally or goods, or the assumption to the nearest whole dollar amount.  2 reflect the latest Final Assessm  Total Assessed Value (of all pa	Apartment [1] Cor  14. Check one or more of A Sale Between Re Sale Between Re C One of the Buyer D Buyer or Seller is E Deed Type not W Sale of Fractional G Significant Chang H Sale of Business Other Unusual Fa None  nent Roll and Tax Bill rocks in transfer)	intermediate the second street of these conditions as applicable these or Former Relatives dated Companies or Partners in Bis is also a Seller Government Agency or Lending intermet the second selection of Lending or Lending or Bargain and Sale (Special in Property Between Taxable Stis Included in Sale Price (Special Cors Affecting Sale Price (Special Cors Affecting Sale Price)	Public Service  le to transfer:  lusiness  Institution city Betow ) fy Below ) atus and Sale Dates  by Below )
2 or: LE INFOR! 0. Sale Coni 1. Date of S 2. Full Sale (Full Sale in This payme mortgages of the Coperty Including in Bill SESSMEN  Building in Bill SESSMEN  British Service in Bill SESSMEN	ATION  tract Date  ale / Transfer  Price S  Price is the total amount paid for the pent may be in the form of cash, other per or other obligations ) Please round to the value of personal uded in the sale  TINFORMATION - Data should Class C. 3 16.  Block and Lot / Roll (dentifier(s))	Some residential Vacant Land F    5	Apartment [   Cor  14. Check one or more of the Sale Between Re Sale Between Re C One of the Buyer D Buyer or Seller is E Deed Type not W F Sale of Fractional G Significant Chang Sale of Business of   Other Unusual Fa None  Treats in transfer)  It with additional identifier(s) ) I true and correct (to the best of my no of the penal tow relative to the ment of the penal tow relative to the pena	interest of these conditions as applicable these conditions as applicable these or Former Relatives hated Companies or Partners in 8 is also a Seller Government Agency or Lending in farrantly or Bargain and Sale (Specie in Property Between Taxable St is Included in Sale Price (Specie Cors Affecting Sale Price Cors Affecting Sale Price (Specie Cors Affecting Sale Price Cors Affecting Sale Price (Specie Cors Affecting Sale Price Cors Affecting Sale Price Cors Affecting Sale Price (Specie Cors Affecting Sale Price Cors Affe	Public Service le to transfer: leusiness Institution city Betow ) fy Betow ) atus and Sale Dates fy Below )
2 or: LE INFOR! 0. Sale Coni 1. Date of S 2. Full Sale (Full Sale in This payme mortgages of the Coperty Including in Bill SESSMEN  Building in Bill SESSMEN  British Service in Bill SESSMEN	MATION  tract Date  ale / Transfer  Price S  Price is the total amount paid for the price may be in the form of cash, other price of other obligations ) Please round to the value of personal uded in the sale  TINFORMATION - Data should Class C. 3 16.  Block and Lot / Roll identifier(s)  COOKLYN 1888 11  ON I certify that all of the items of whitful false statement of material fact to BUYER	S / 10 / 2006  Month Day Year  5 / 10 / 2006  Month Day Year  5 / 10 / 2006  Month Day Year  1 / 2006  Month Day Year  1 reperty including personal property property or goods, or the assumption to the nearest whole dollar amount.  2 reflect the latest Final Assessm  Total Assessed Value (of all particular formation entered on this formation.	Apartment [   Cor  14. Check one or more of the Sale Between Re Sale Between Re C One of the Buyer D Buyer or Seller is E Deed Type not W F Sale of Fractional G Significant Chang Sale of Business of   Other Unusual Fa None  Treats in transfer)  It with additional identifier(s) ) I true and correct (to the best of my no of the penal tow relative to the ment of the penal tow relative to the pena	innumbly Service  If these conditions as applicable latives or Former Relatives lated Companies or Partners in Bis is also a Seller Government Agency or Lending is larranty or Bargain and Sale (Specific Interest (Specific Interest) in Property Between Taxable Standarded in Sale Price (Specific Included in Sale Price (Specific Included In Sale Price)  (Individual Interest (Specific Included Interest) Individual Interest (Specific Included Interest (Specific Included Interest Included Interest Included Interest I	Public Service le to transfer: leusiness Institution city Betow ) fy Betow ) atus and Sale Dates fy Below )
2 or: LE INFOR! 0. Sale Coni 1. Date of S 2. Full Sale (Full Sale in This payme mortgages of the Coperty Including in Bill SESSMEN  Building in Bill SESSMEN  British Service in Bill SESSMEN	MATION  tract Date  ale / Transfer  Price S  Price is the total amount paid for the price may be in the form of cash, other price of other obligations ) Please round to the value of personal uded in the sale  TINFORMATION - Data should Class C. 3 16.  Block and Lot / Roll identifier(s)  COOKLYN 1888 11  ON I certify that all of the items of whitful false statement of material fact to BUYER	Some residential Vacant Land F    5	Apartment II Cor  14. Check one or more of A Sale Between Re Sale Between Re C One of the Buyer D Buyer or Seller is E Deed Type not W F Sale of Fractional G Significant Chang Sale of Business Other Unusual Fa None  Process in transfer)  I with additional identifier(s) I rue and correct (to the best of my no of the penal law relative to the me  ROW R	innumity Service  If these conditions as applicable to these conditions as applicable to the service of these conditions are applicable to the service of th	Public Service le to transfer: leusiness Institution city Below ) fy Below ) atus and Sale Dates fy Below )

Affidavit of Compliance with Smoke Detector Requirement for One and Two Family Dwellings

## AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE- AND TWO-FAMILY DWELLINGS

State of New York	)
County of Aller	) SS.: )

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor and grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at

#### 139 CLINTON AVENUE Street Address Unit/Apt. 1888 New York. (the "Premises"): Borough Block

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one- or two-family dwelling, and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g). (The signatures of at least one grantor and one grantee are required, and must be notarized).

NATRIA DEVELOPMENT LLC Name of Grantor (Type or Print)  Second Proudle  Signature of Grantor	Morad Yerovshalmi Name of Grantee (Type or Prim)  Morad Mcray Mcray Let Signature of Grantee
Sworm to before me this of date of May 12 75	Sworn to before me this Contract date of MAY 12 2006
RUBSELL J. COYN Notary Public, State of M No. 02/CO6141881 Gualified in Nassau Of These statements are made Commission Espiral Sebrum a crime of perjury under Article 210 of the Pennt I ave	W York Notary Public, State of New York No. 02008141888

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6th, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE- OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE- OR TWO-FAMILY DWELLING. WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

#### JANINA DAVIS / ASWAD AYINDE SCHEDULE OF PAYMENT From 2005 to 2007

FFC	m 2005 to 2007						
	Date	Check No.	Payee	Amount	Payment for	Paid by	
~~	6/10/2005	- 1038	Country Wide Home Loans S		Mortgage	M&M	_
5000	<b>7.</b> 6/10/2005	C1039	Country Wide Home Loans S	a 4 258 26	Mortgage	M&M	
	7/12/05	93	Country Wide Home Loans S		Mortgage	MBM	
	8/22/05	1012	Country Wide Home Loans S			MBM	
	9/13/05	1015	Country Wide Home Loans S			MBM	
	10/18/05	1018	Country Wide Home Loans S			MBM	
	10/20/2005	1132	Country Wide Home Loans S	,	Mortgage	M&M	
	11/14/05	1019	Country Wide Home Loans S	-,	Mortgage	MBM	
	1/13/06	1023	Country Wide Home Loans S				
	4/13/06	1030	Country Wide Home Loans S		Mortgage Mortgage	M8M	
	4/13/06	1034	Country Wide Home Loans S	•		MBM	
	5/17/06	93	Country Wide Home Loans S		Mortgage	MBM	
	5/17/06	94	-	•	Mortgage	MBM	
	317/00	<b>9</b> 4	Country Wide Home Loans So TOTAL	<u>4,193.72</u> <u>55,453.72</u>	_Mortgage	MBM	
	6/3/2005	1035	Emigrant Mortgage Company	. 5,335,58	Mortgage	M&M	
	6/20/2005	1048	Emigrant Mortgage Company	•	Mortgage	M&M	
	7/8/2005	1058	Emigrant Mortgage Company		Mortgage	M&M	
	8/10/05	1008	Emigrant Mortgage Company				100
				<del>-</del>	Mortgage	ALTRIA DE	
	9/13/05	1014	Emigrant Mortgage Company	<del>-</del>	Mortgage	ALTRIA DE	VI
	10/12/05	1139	Emigrant Mortgage Company		Mortgage	M&M	
	11/14/05	1176	Emigrant Mortgage Company	-	Mortgage	M&M	
	1/10/2006	1286	Emigrant Mortgage Company		Mortgage	M&M	
	3/14/2006	1321	Emigrant Mortgage Company,	· · · · · · · · · · · · · · · · · · ·	Mortgage	M&M	
	5/10/2006	1422	Emigrant Mortgage Company,		Mortgage	M&M	
	12/13/2006	1234	Emigrant Mortgage Company		Mortgage	M&M	
		•	TOTAL	68,882.09			•
		٠					
	6/10/2005	1037	OCWEN Federal Bank		Mortgage	M&M	139 Clinton
	7/18/2005	1059	OCWEN Federal Bank		Mortgage	M&M	139 Cilnton
	8/24/2005	1093	OCWEN Federal Bank		Mortgage	M&M	139 Clinton
	9/19/2005	1123	OCWEN Federal Bank		Mortgage	M&M	139 Clinton
	10/14/2005	1140	OCWEN Federal Bank		Mortgage	M&M	139 Clinton
	11/16/2005	1177	OCWEN Federal Bank		Mortgage	M&M	139 Clinton
	1/23/2008	1287	OCWEN Federal Bank		Mortgage	M&M	139 Clinton
	3/15/2006	1373	OCWEN Federal Bank			M&M	139 Clinton
	4/14/2006	1374	OCWEN Federal Bank	<b>\$</b> 1,449.16	Mortgage	M&M	139 Clinton
	4/14/2006	1389	OCWEN Federal Bank	<b>\$1,449</b> .16	Mortgage	M&M	139 Clinton
	5/12/2006	1423	OCWEN Federal Bank	<b>\$</b> 1,449.16	Mortgage	M&M .	139 Clinton
	12/19/2006	1230	OCWEN Federal Bank	1,959.10	Mortgage	M&M	139 Clinton
	·-		TOTAL	21,469.44	• •		
~ II.	_					•	
צובו בסלו	6/10/2005	1038	Countrywide Home Loan	4,258.26 I	Mortgage	M&M	148 West
7 -	V 8/10/2005	1039	Countrywide Home Loan	4,258.26 I	Vortgage	M&M	148 West .
السان	10/20/2005	1132	Countrywide Home Loan	\$5,000.00	Mortgage i	M&M	148 West
٠,			TOTAL	\$13,516.52		_	
:	6/9/2005	1040	GMAC Mortgage Corp	4,414.13		M&M	187 Gates Av
	6/9/2005	1041	GMAC Mortgage Corp	. 4,414.13	vfortgage I	M&M .	
			TOTAL	\$8,828.26			
	4/22/2005	1007	Aswad Ayinda	5,000.00	Others i	W&M	
	5/4/2005	1017	Aswad Ayinde	\$1,500.00		M&M	
	5/6/2005	1022	Aswad Ayinde	17,951.00 C		M&M	
	5/18/2005		Aswad Ayinda .	16,300.00		M&N	
	6/13/2005		Aswad Ayinde	\$2,500.00		M&M	
	6/16/2005		Aswad Ayinda	10,000.00		M&M	
	6/20/2005		Aswad Ayinde	\$10,000.00 C		M&M	
	6/20/2005 7/12/05		Aswad Ayinda Aswad Ayinda	500.00 C		VIGIV!	
			Aswad Ayinda Aswad Ayinda	5,000.00		MBM	
	7/18/05 7/22/05		Aswad Ayinde Aswad Ayinde	6,000.00 C		VBM	
	1/22/00	30	CHINAC CYNICO	0,000.00	· · · · · · · · · · · · · · · · · · ·		

### JANINA DAVIS / ASWAD AYINDE SCHEDULE OF PAYMENT From 2005 to 2007

Date	Check No.	Payee	Amount	Payment for	Paid by
8/1/05	1009	Aswad Ayinde	5,000.00	Others	МВМ
9/12/05	101	Aswad Ayinde	5,000.00	Others	MBM
10/12/2005	1138	Aswad Ayunde			M&M
11/2/2005	1183	Aswad Ayunde	\$2,000.00		M&M
11/7/2005	1203	Aswad Ayinda	4,000.00		M&M
11/16/2005	1216	Aswad Ayinde	\$1,600.00		М&М
11/21/2005	1225	Aswad Ayinde	\$1,000.00		M&M
11/30/2005	1235	Aswad Ayinde	\$2,000.00		M&M
1/3/2008 1/5/06	1274 1026	Aswad Ayinde Aswad Ayinde	\$500.00		M&M
1/5/06	1026	Aswad Ayinde Aswad Ayinde	2,500.00	Others	MBM
1/13/2006	1305	Aswad Ayunda Aswad Ayunda	700.00 1.500.00	Others	MBM
1/17/2006	1306	Aswad Ayunde	\$700.00		M&M M&M
1/23/2006	1315	Aswad Ayunda	\$2,500.00		M&M
1/23/2006	1311	Aswad Ayunde	\$700.00 \$700.00		M&M
2/2/06	113	Aswad Ayunda	700.00	Others	MBM
2/8/06	114	Aswad Ayunde	10,000.00	Others	MBM
2/15/06	117	Aswad Ayunde	700.00	Others	MBM
2/27/06	115	Aswed Ayunde	700.00	Others	MBM
2/28/06	119	Aswad Ayunde		Others	MBM
3/14/06	123	Aswad Ayunde	2,700.00	Others	MBM
3/20/06	125	Aswed Ayunde	700.00	Others	MBM
3/20/06	126	Aswad Ayunde	700.00	Others	MBM
3/20/06	125	Aswad Ayunde	700.00	Others	MBM
3/20/06	126	Aswad Ayunde		Others	MBM
4/3/06	129	Aswad Ayunde	********	Others	MBM
4/3/06	128	Aswad Ayunde	-	Others	MBM
4/3/06	129	Aswad Ayunde	-,	Others	MBM
4/3/06	128	Aswad Ayunde			MBM
4/14/06	130	Aswad Ayunde			MBM
4/14/06	130	Aswad Ayunde	-,		MBM
5/15/2006	1446	Aswad Ayunde	\$1,250.00		M&M
5/18/06	135	Aswad Ayunda			MBM
5/23/06	136 138	Aswad Ayunde	• • • •		MBM MBM
6/16/06 6/22/08	136 127	Aswed Ayunde Aswed Ayunde			MBM MBM
6/23/06	139	Aswad Ayunda			MBM
8/7/06	1003	Vincent McGill			ATRIA
10/20/2006	1108	Aswad Ayinde-Vincent Mc. Gil			M&M
11/13/2006	1150	Aswad Ayinda	\$2,000.00		M&M
11/21/06	1090	Aswad Ayinda			A1
11/30/06	1003	Aswad Ayunde		Others	MBM
12/15/2006	1254	Aswad Ayinde	\$500.00	Others I	м&м .
12/19/2008	1258	Aswad Ayinda	\$700.00	Others I	M&M
12/28/2006	1276	Aswad Ayinde	\$2,500.00		Mam
12/28/2006	1275	Aswad Ayinde	•		M&M
1/19/07	1136	Vincent McGill			A1
2/5/07	1157	Aswad Ayinda	,		A1
3/30/07	1201	Vincent McGill			<b>A1</b>
5/8/07	1236	Vincent McGill	12,500.00		A1
6/8/07	1281	Vincent McGill	7,000.00		A1
6/15/07	1291	Vincent McGill	15,000.00		<b>11</b>
6/28/07	1307	Vincent McGill	25,000.00 < 7,000.00 <		A1 A1
7/12/07	1321	Vincent McGill Vincent McGill	10,000.00 (		41 41
7/20/07	1341	Vincent McGill	5,000.00 (		A1
8/6/07	1352	Vincent McGill	5,000.00 ( 5,000.00 (		M ·
8/20/07	1368	Vincent McGill	5,000.00		AT .
8/30/07	1398 1399	Vincent McGill	7,500,00		\1
9/10/07 9/25/07	1429	Vincent McGill	2,000.00		X1
9/25/07 10/11/07	1453	Vincent McGill	7,000.00		M
10/22/07	1478	Vincent McGill	1,000.00		M
11/1/07	1487	Vincent McGill	5,500.00		и
11/1/07	1495	Vincent McGill	750.00 C		11
	· · · · ·	·- •··• · · ·	-		

JANINA DAVIS / ASWAD AYINDE SCHEDULE OF PAYMENT From 2006 to 2007

Date	Check No.	Payee	. Amount	Payment for	Peid by
9/17/10	1412	Vincent McGill	7,500.00		A1
		TOTAL	\$420,601.00		V)
5/6/2005	1023	Euthe Davis	***	<b>-</b> 	
7/18/05	97	Janina Davis	20,000.00		M&M
7/19/05	93	Janina Davis Janina Davis	6,000.00		MBM
8/11/05	98	Janina Davis Janina & Eutha Davis	768.00	- 0.0.0	MBM
8/17/2005	1095	Janina Davis.	6,000.00		MBM
9/21/05	105	Janina Davis Janina Davis	8,728.21		M&M
10/5/2005	1136	Janina Davis Janina Davis	2,000.00		MBM
10/31/2005	1137	Janina Davis Janina Davis	14,008.00		M&M ·
1/9/2006	1289		14,008.00		M&M
2/16/2006		Janina Davis	3,000. <b>0</b> 0		M&M
3/20/2006	1337	Janina Davis	3,000.00	Others	M&M
	1377	Janina Davis	\$2,500.00		M&M
5/10/06	1418	Eutha Davis	2,500.00	Others	M&M
5/17/2006	1445	Eutha Davis	\$3,750.00	Others	M&M
6/26/06	107	Eutha Davis	3,497.43	Others	ATRIA
7/24/06	115	Eutha Davis	3,750.00	Others	ATRIA
9/5/08	1007	Eutha Davis	3,750.00	Others	ATRIA
9/27/06	1018	Eutha Davis	4,000.00	Others	ATRIA
10/20/06	1023	Eutha Davis	4,000.00		ATRIA
11/24/06	1027	Eutha Davis	4,000.00		ATRIA
12/26/2006	1198	Eutha Davis	\$6,000.00	Others	M&M
1 <i>/</i> 27 <i>/</i> 2007	1245	Eutha Davis	\$15,000.00	Others	M&M
2/27/2007	1246	Eutha Davis	\$15,000.00		M&M
3/28/2007	1300	Eutha Davis	\$5,000.00		M&M
4/26/2007	1323	Eutha Davis	\$5,000.00		M&M
6/7/2007	1346	Euthe Davis	\$5,000.00		M&M
		TOTAL	160,259.64		
8/19/2005	1091	Imperial Abstract Corp	86,990.00	Others	M&M
	.301	TOTAL	86,990.00		iai <del>cz</del> tá!
		GRAND TOTAL	\$826,000.67		

PAGE 2
INDEX# 31765 - 2004 DATE 9/12/2005
PLAINTIFF Rohm. vs DEFENDANT Dostala
,
(2) Davis shall sell the premises to M&M. Developer, LLC
on or before January 2, 2006 at a price equal to
ocenizes (corrently estimated at \$752,000,00).
(3) Kohim and LANB Shall each receive and an additional
\$100,000 net each on or before January 2,2006 at a time simultaneous with closing from the
power, M3M Developer, U.C.
(4) female stall reside in a anit at the premoes wall
December 31,2005; thereafter Kahim Shall worter
at a worker rate. Mim Developer Ut shall sent a 30 day
notes of sental to Kahim to tall month before
(5) Burer MIMDONGERILL Shall pay \$15000 deposit to
Robin by her attorney, Sold D Company, agant the
(4) Premises here in referred to is 187 Gates Ave., Brooklyn, 1972
(-) A- Kalong & I has some that the alater of Undercy Shall to 3
be removed and weated immediately upon the clearance Kingle of funds of the \$15,000.00 deposit to Rahim.
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SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS - TRIAL TERM - PART SCP 2 SUBHANA RAHIM, 3 Plaintiff, : 4 -against-5 ARUNE DESTULA (a/k/a ASWAD AYINDE), JANINE DAVIS, VERONICA VILLALOBOS and HOMECOMINGS FINANCIAL 6 NETWORK, INC., 7 Defendants. .8 360 Adams Street Index No. 31765/2004 9 Brooklyn, New York 11201 STIPULATION September 12, 2005 10 BEFORE: 11 HONORABLE DAVID SCHMIDT, 12 Justice 13 APPEARANCES: 14 SOLEIL & COMPANY, P.C. 15 Attorneys for the Plaintiff 461 Willoughhy Avenue - Suite 2 16 Brooklyn, New York 11206 BY: ANDRE RAMON SOLEIL, ESQ. 17 18 JULIE CLARK, ESQ. Attorney for the Defendants 19 32 Court Street - Suite 707 Brooklyn, New York 11201 20 21 22 23 -DAVID R. SEDACCA OFFICIAL COURT REPORTER 24

DRS

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1	THE COURT: First of all, I want to swear you
2	both in. Raise your right hand.
3	(Whereupon, Subhana Rahim and were duly
4	sworn by the Court.)
5	THE COURT: What is your name?
6	MS. DAVIS: Janina Davis.
7	THE COURT: And what is your name?
8	MS. RAHIM: Subhana Rahim.
9	THE COURT: I understand you're settling this
10	case; is that correct?
11	MS. RAHIM: Yes.
12	MS. DAVIS: Yes.
13	THE COURT: Are you settling this on your own
14	free will MS. DAVIS: Yes, I am.
15	MS. RAHIM: Yes.
16	THE COURT: You both spoke to your attorney
17	before you settled this case?
18	MS. DAVIS: Yes.
19	MS. RAHIM: Yes.
20	THE COURT: You had a weekend to think about
21	this case and you decided on your own free will you're
. 22	settling this case?
23	MS. DAVIS: Yes.
24	MS. RAHIM: Yes.
25	THE COURT: Okay.

# Stipulation of Settlement

The way I understand this case is being settled is that there are going to be two buyers who are going to buy the property.

Is it going to be two or one?

MR. YERUSALEM: It's two, M & M Developers.

THE COURT: What is your name?

MR. MOSHE: Musa Moshe.

THE COURT: And yours?

MR. YERUSALEM: Moraed Yerusalem.

THE COURT: Okay?

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Now, it's hereby settled and agreed by and between the above-actioned parties that the above-actioned case is settled as follows:

All parties are to give up all claims against each other, and that -- what is your name?

MS. DAVIS: Janina Davis.

THE COURT: -- and that Janina Davis will transfer the property to M & M, and M & M guarantees that each one will have a hundred thousand dollars net, net, net. That means no transfer taxes, sales transfer taxes, no purchase taxes. They will end up with each, the plaintiff and the defendant, with a hundred thousand dollars in their pocket.

And this is subject to the agreement in which they entered into. It's a three-page agreement which is

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signed by all parties. 1 MR. SOLEIL: Your Honor, I would actually like 2 to read the three-page agreement into the record. 3 THE COURT: What's the purpose? You can just submit it. 5 MR. SOLEIL: I would like to. 6 THE COURT: If it makes you feel better, go 7 ahead and do it. 8 MR. SOLEIL: I'm quoting. The three-page 9

agreement reads as follows:

The parties, Rahim and Davis, stipulate and agree as follows:

The subscribing parties shall release and forever forego any and all claims, interests, causes of action related to the herein-complained action and any and all other potential causes of action before today contingent on the completion of the terms below.

- 2: Davis shall sell the premises to M & M

  Developer, L.L.C. on or before January 2nd, 2006 at a

  price equal to the price to settle the current mortgage
  on the premises, currently estimated at \$752,000.
- 3: Rahim and Davis shall receive an additional one-hundred-thousand dollars net each on or before

  January 2nd 2006 at a time simultaneous with closing from the buyer M & M Developer, L.L.C.

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Stipulation of Settlement

- Shall be recited later.
- Buyer M & M Developer, L.L.C. shall pay \$15,000 deposit to Rahim by her attorney, Soleil & Company, against the one-hundred-thousand dollars total due her upon execution of this agreement.
- The premises herein referred to is 187 Gates Avenue, Brooklyn, New York, Block 1972, Lot 38 of Kings County.
- 7: Rahim and Davis agree that the notice of pendency shall be removed and vacated immediately upon the clearance of funds of the 15-thousand-dollar deposit to Rahim.

Now going back to 4: Rahim shall reside in a unit at the premises until December 31st, 2005, with no rent. Thereafter, Rahim shall vacate the premises, or, if Rahim shall decide to remain, Rahim shall live at the garden-level apartment with exclusive access to the backyard of the premises for one year at a rate of \$1,500 a month, plus utilities, paid by Rahim, and Rahim shall give to M & M Developer, L.L.C. security of \$1,500 at the closing.

Failure to vacate as per this agreement will make Rahim liable to M & M Developer, L.L.C. for all legal fees, rents and 20-percent interest upon her eviction or her subsequent vacating the premises.

Stipulation of Settlement

THE COURT: Subject to that, it's so stipulated?

MS. RAHIM: Yes.

MS. DAVIS: Yes.

THE COURT: So stipulated?

MR. SOLEIL: Yes, your Honor.

MS. CLARK: Yes.

THE COURT: You agree to abide by this

agreement; is that correct?

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MR. MOSHE: I agree.

THE COURT: And, Moraed, you're agreeing to

abide by this agreement, too?

MR. YERSULAEM: Yes.

THE COURT: So you're buying the property and you will in essence give them a hundred thousand dollars net to each, the plaintiff and the defendant, and you will pay the transfer tax, both the sellers' transfer tax and the buyers' transfer tax or any other expenses that there are pursuant to this transfer of the property between you and Janina, and they will get a hundred thousand dollars apiece.

Is that correct?

MR. MOSHE: Yes.

THE COURT: So stipulated, everybody?

MR. SOLEIL: Yes, your Honor.

Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 174 of 177 PageID #: Stipulation of Settlement MS. CLARK: Yes. It is hereby certified that the foregoing is a true and accurate transcript of the proceedings. DAVID R. SEDACCA OFFICIAL COURT REPORTER 

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1765/2004 Order ......DTD. 7/19/11 (Page 1 of 184) Case 1:12-cv-04167-NG-RML Document 1 Filed 08/21/12 Page 176 of 177 PageID #: At an L.A.S. Trial Term, Part of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, located at Civic Center, Borough of Brooklyn, City and State of New York, on the / Oday of Justice 3/765-09 Index No. Plaintiff(s) - against -Defendant(s) read on this motion Papers Numbered The following papers numbered 1 to Notice of Motion - Order to Show Cause and Affidavits (Affirmations) Annexed_ Answering Affidavit (Affirmation) Reply Affidavit (Affirmation) Affidavit (Affirmation) Pleadings - Exhibits Stipulations - Minutes_ Filed Papers_ For Clerks use only MG MD Motion Seq. # J.S.C.

HON. DAVID I, SCHMIDT

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